



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
TUESDAY, SEPTEMBER 6, 2016 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

One Councilmember will participate via teleconference from:

520 Sellers Place, Henderson NV 89011

Pursuant to Government Code Section 54953, members of the public will be able to participate from the teleconference location.

CALL TO ORDER/ROLL CALL

Mayor Robert C. Gonzales
Vice Mayor Joel Fajardo
Councilmember Antonio Lopez
Councilmember Jaime Soto
Councilmember Sylvia Ballin

PLEDGE OF ALLEGIANCE

San Fernando Police Explorer Arlene Esquivel

APPROVAL OF AGENDA

PRESENTATIONS

- a) TRIBUTE TO OUR TROOPS
Mayor Robert C. Gonzales

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PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council please speak into the microphone and voluntarily state your name and address.

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

1) REQUEST TO APPROVE MINUTES OF AUGUST 1, 2016 – REGULAR MEETING**2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER**

Recommend that the City Council adopt Resolution No. 16-091 approving the Warrant Register.

3) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL TRAFFIC SIGNAL MAINTENANCE SERVICES

Recommend that the City Council:

- a. Approve the Professional Services Agreement (Contract No. 1835) with Siemens to provide as-needed, on-call traffic signal and lighting maintenance services; and
- b. Authorize the City Manager to execute the agreement.

4) CONSIDERATION TO APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MORRISON MANAGEMENT SPECIALISTS FOR MEAL SERVICE FOR THE ELDERLY NUTRITION PROGRAM

Recommend that the City Council approve an amendment (Contract No. 1688 (d)) to the Professional Services Agreement with Morrison Management Specialists for Meal Service for the Elderly Nutrition Program.

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5) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING CITY PARKING RATIOS FOR DENTAL AND MEDICAL CLINICS CITYWIDE

Recommend that the City Council waive full reading of Ordinance No. 1656, and adopt by title only, "An Ordinance of the City Council of the City of San Fernando, California Amending Section 106-822 of Division 3 (Vehicular Parking) of Article V (General Development Standards) of Chapter 106 (Zoning) of the San Fernando City Code and Amending the San Fernando Corridors Specific Plan, Both Regarding Parking Ratios for Dental and Medical Clinics."

ADMINISTRATIVE REPORTS**6) PRESENTATION REGARDING THE PRESENCE OF THE INVASIVE AEDES AEGYPTI (YELLOW FEVER MOSQUITO)**

This item is placed on the agenda by Mayor Robert C. Gonzales.

7) PRESENTATION BY BLUE GREEN ALLIANCE REGARDING GAS LEAK SIGN ON LETTER TO THE PUBLIC UTILITY COMMISSION

This item is placed on the agenda by Mayor Robert C. Gonzales.

8) CONSIDERATION TO ACCEPT AND APPROPRIATE THE CALIFORNIA ARTS COUNCIL GRANT TO SUPPORT THE CITY'S MARIACHI MASTER APPRENTICE PROGRAM

Recommend that the City Council:

- a. Accept the California Arts Council Grant to support the City's Mariachi Master Apprentice Program (MMAP);
- b. Authorize the City Manager to execute the Grant Agreement (Contract No. 1836) in order to receive the funding in the amount of \$10,200 to support the City's MMAP through June 30, 2017; and
- c. Adopt Resolution No. 7760 to increase the revenue and expenditures of Fiscal Year 2016-2017 (Fund 108) by \$10,200.

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9) PRESENTATION OF MEASURE “A” ANNUAL REPORT

Recommend that the City Council receive and file the 2016 Annual Report on the collection, management, and expenditure of Measure “A” as required by the City Code.

CITY COUNCIL - LIAISON UPDATES**DEPARTMENT HEADS - COMMISSION UPDATES****GENERAL COUNCIL COMMENTS****STAFF COMMUNICATION****ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Elena G. Chávez, CMC

City Clerk

Signed and Posted: September 1, 2016 (5:15 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet website (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk Department. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk Department at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's website at www.sfcity.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk Department at (818) 898-1204 at least 48 hours prior to the meeting.

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**AUGUST 1, 2016 – 6:00 P.M.
REGULAR MEETING**

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Robert C. Gonzales called the meeting to order at 6:03 p.m.

Present:

Council: Mayor Robert C. Gonzales, Vice Mayor Joel Fajardo, and Councilmembers Antonio Lopez (arrived at 6:13 p.m.), Jaime Soto, Sylvia Ballin

Staff: City Manager Brian Saeki, City Attorney Rick Olivarez, and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by San Fernando Police Explorer Yvonne Gonzalez

APPROVAL OF AGENDA

Motion by Councilmember Soto, seconded by Vice Mayor Fajardo, to approve the agenda. By consensus, the motion carried.

PRESENTATIONS

The following presentation was made:

b) TRIBUTE TO OUR TROOPS – Recognition of Beatrice McGarry

PUBLIC STATEMENTS – WRITTEN/ORAL

Irwin Rosenberg, secretary to the Police Officers' Association, said that items mentioned in Councilmember Soto's newsletter were perceived as offensive and he asked Councilmember Soto to stop the divisiveness.

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Renato Kahn, property owner, talked about his renters owing trash collection fees for several years and said it's unfair that he was recently notified by the City.

Liana Stepanyan, San Fernando Library Manager, invited everyone to the upcoming library event.

Dee Akemom suggested replacing the damaged City Council chairs, talked about the homeless issue, and said the City needs to keep the red curb at the Valley Vista Charter School.

MaryLey Carrillo (in reference to agenda Item No. 7) said she is a big supporter of public art and is excited about bringing it into the City to help with beautification efforts.

Paul Larson thanked the Parks and Recreation Department for picking up litter near the swimming pool and said that the traffic sensor at Fourth St. and Brand Blvd. appears not to be working.

Christine Douglass said that the Museum of the San Fernando Valley is donating amazing pieces by Shahin Atigheh who wanted her artwork to be in a public arena.

CONSENT CALENDAR

Motion by Councilmember Lopez, seconded by Councilmember Soto, to approve the Consent Calendar Items:

- 1) REQUEST TO APPROVE MINUTES OF:
 - a) JUNE 6, 2016 – SPECIAL MEETING
 - b) JUNE 29, 2016 – ADJOURNED REGULAR MEETING
 - c) JULY 18, 2016 – SPECIAL MEETING
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) UPDATE REGARDING THE CITY'S LIVING WAGE ORDINANCE
- 4) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING AND ADOPTING THE CITY'S 2016 FEDERAL TRANSIT ADMINISTRATION TITLE VI PLAN
- 5) CONSIDERATION TO APPROVE BIKE DONATIONS FROM THE KIWANIS CLUB OF SAN FERNANDO

By consensus, the motion carried.

SAN FERNANDO CITY COUNCIL**MINUTES – August 1, 2016****Page 3****ADMINISTRATIVE REPORTS****6) WEST LOS ANGELES VETERANS AFFAIRS (WEST LA VA) LETTER OF SUPPORT**

Anthony Allman, West Los Angeles Veterans Affairs Director of Outreach, made a presentation and replied to various questions from Councilmembers. He stated that his goal is to engage 88 cities in support of the draft master plan that was adopted by 3,000 veterans to help maximize the housing. A letter from the City would express support of the plan and legislation (required to begin construction of the housing).

Discussion ensued and although Councilmembers expressed support for housing for veterans, had questions regarding the sample support letter attached to the staff report.

By consensus an Ad Hoc Committee was formed (Mayor Gonzales and Vice Mayor Fajardo) to work together and bring this item back to the City Council.

7) ACCEPTANCE OF DONATED PUBLIC ARTWORK

Mayor Gonzales asked that both Maryley Carrillo and Christine Douglass give background information regarding this item.

Councilmember had various comments and concerns such as:

- Where will the artwork be displayed?
- Does the policy regarding City donations apply to this?
- What is the cost of the artwork?
- What is the budget impact (i.e., shipping, installation, and maintenance) and who's incurring?
- How will the artwork be protected from vandalism and weather elements?
- Involve the Cultural Arts sub-committee regarding this item.

Motion by Mayor Gonzales, seconded by Councilmember Soto, to accept the artwork with a condition that this be vetted by the Cultural Arts sub-committee and that staff report back with the full budget impact and the breakdown of costs. By consensus, the motion carried.

8) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE 2ND ANNUAL SAN FERNANDO CHILE FESTIVAL

Recreation and Community Services Director Ismael Aguila, along with San Fernando Mall Association members Vanessa Ceballos and Julie Cardosa, presented the staff report and replied to various questions from Councilmembers.

Motion by Councilmember Ballin, seconded by Councilmember Lopez, to:

- a. Approve City co-sponsorship of the 2nd Annual San Fernando Chile Festival (Chile Festival) with the San Fernando Mall Association;

SAN FERNANDO CITY COUNCIL**MINUTES – August 1, 2016****Page 4**

- b. Approve the use of the City Seal on Chile Festival print material;
- c. Approve waiving special event fees for implementation of the Chile Festival; and
- d. Adopt Resolution No. 7758 to increase expenditures of FY 2016-2017 Fund 001 budget by \$10,350 to fund staffing costs for the Chile Festival in October of 2016.

The motion carried with the following vote:

AYES:	Gonzales, Fajardo, Ballin, Lopez – 4
NOES:	None
ABSENT:	None
ABSTAIN:	Soto – 1

CITY COUNCIL - LIAISON UPDATES

Mayor Gonzales gave an update regarding the Library Commission meeting.

DEPARTMENT HEADS - COMMISSION UPDATES

Deputy City Manager/Public Works Director Chris Marcarello gave an update regarding the Transportation and Safety Commission.

City Clerk Chávez reported that Education Commission met last week and they discussed their goals and objectives and how they plan to use ICFA funds donated by Councilmember Ballin.

Recreation and Community Services Director Ismael Aguila reported that the Parks and Recreation Commission will be meeting next Tuesday.

Community Development Director Fred Ramirez gave information regarding the Planning and Preservation Commission and the items up for discussion.

GENERAL COUNCIL COMMENTS

Councilmember Lopez thanked staff and is looking forward to tomorrow's National Night Out event.

Councilmember Ballin talked about her concerns regarding the homeless and heat issues.

Councilmember Soto thanked Assemblywoman Patty Lopez for a presentation made at El Cariso Park and said that he visited the Mexican Consulate (we may be able to showcase classic Spanish movies for the City's movie nights). In reference to comments made earlier by Officer Rosenberg, he said it was inappropriate and unprofessional and a threat of public safety, and that the Police Officer needs to fact check and the Police Chief needs to do his job.

SAN FERNANDO CITY COUNCIL**MINUTES – August 1, 2016****Page 5**

City Manager Saeki requested that if any Councilmember has problems with his staff, to direct comments to him. He said that Chief Vairo has been with the City for 35 years, has done a fantastic job and is an honorable man.

Mayor Gonzales thanked staff for everything they do; they all have his support.

STAFF COMMUNICATION

Recreation and Community Services Director Ismael Aguila talked about the upcoming hiphop jam session, movie night, and day camp activities.

Police Chief Tony Vairo offered to meet with Councilmember Soto one-on-one (this public forum is not a place to discuss his subordinates). He invited all to National Night Out tomorrow and talked about the recent events against police officers and said he hopes that everyone continues to support law enforcement throughout the country.

ADJOURNMENT 7:31 P.M.)

Motion by Councilmember Lopez, seconded by Councilmember Soto, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 1, 2016, meeting as approved by the San Fernando City Council.

Elena G. Chávez
City Clerk

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Nick Kimball, Finance Director

Date: September 6, 2016

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 16-091 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than handwritten checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Handwritten checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Finance Director hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Finance Director hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Resolution

ATTACHMENT "A"**RESOLUTION NO. 16-091****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 16-091****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.
2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 6th day of September, 2016.

Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 6th day of September, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

archlist		Voucher List				Page: 1
08/31/2016 11:12:46AM		CITY OF SAN FERNANDO				
Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202606	9/6/2016	892287 99 CLEANERS	8283		ENP TOWEL CLEANING SERVICE 115-422-3750-4300	16.00
					Total :	16.00
202607	9/6/2016	890104 ABBA TERMITE & PEST CONTROL	29519		BEE REMOVAL-1719 FOURTH ST 001-346-0000-4260	95.00
					Total :	95.00
202608	9/6/2016	891587 ABLE MAILING INC.	24643	11406	FULFILLMENT; FOLD, INSERT-AUG WA 072-360-0000-4300	65.82
			24644	11406	070-382-0000-4300	65.82
					WATER ENV STORAGE FEE-JULY 2016 070-382-0000-4300	12.50
					072-360-0000-4300	12.50
					Total :	156.64
202609	9/6/2016	100050 ACE INDUSTRIAL SUPPLY	1542290		MEASURING TAPES, CORDLESS DRILL 041-320-0000-4340	150.99
					Total :	150.99
202610	9/6/2016	887847 ADAMSON POLICE PRODUCTS	INV219053	11385	NON LETHAL AMMO 001-222-0000-4300	7,724.00
					001-222-0000-4300	733.78
					Total :	8,457.78
202611	9/6/2016	100066 ADS ENVIRONMENTAL SERVICES,INC	22101.22-0316		FY 15-16 DESIGN, INSTALLATION, AND 072-360-0000-4260	1,555.00
			22137-11-0716	11396	WASTEWATER FLOW MONITORING SE 072-360-0000-4260	19,925.00
					Total :	21,480.00
202612	9/6/2016	888356 ADVANCED AUTO REPAIR	1059		RECHARGE & CLEAN A/C SYSTEM-PW/ 041-320-0311-4400	291.90
			1060		REPLACE RADIATOR-PW4770 070-384-0000-4400	322.58
			1062		REPLA/C HOSE & RECHARGE; REPL IC	

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vchlist		Voucher List				Page:	2
08/31/2016 11:12:46AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
202612	9/6/2016	888356 ADVANCED AUTO REPAIR	(Continued)		041-320-0311-4400	361.44	
			1063		FIX SHORT IN ELECTRICAL WIRE-PW2		
			1064		041-320-0370-4400	150.00	
			1066		REPLACE RADIATOR & A/C CONDENSE	772.98	
					041-320-0225-4400		
					REPLACE WATER PUMP-PW3241	130.95	
					029-335-0000-4400		
					Total :	2,029.85	
202613	9/6/2016	100070 ADVANCED ELECTRONICS INC.	623000001-1	11422	CATALYST ETHERNET SWITCHES	12,850.00	
					020-222-0000-4500	1,216.00	
			80001764	11407	COMPUTER MAINTENANCE	6,761.57	
					001-135-0000-4260		
					Total :	20,827.57	
202614	9/6/2016	891969 ADVANCED PURE WATER SOLUTIONS	36495711-0916		DRINKING WATER		
					001-222-0000-4300	102.00	
					Total :	102.00	
202615	9/6/2016	892028 AHUMADA, ALEJANDRA	REIMB.		REIMB-ART SUPPLIES PURCHASED	13.86	
					017-420-1343-4300		
					Total :	13.86	
202616	9/6/2016	887377 AKEMON, DOLORES	AUG 2016		COMMISSIONER'S REIMBURSEMENT	50.00	
					001-310-0000-4111		
					Total :	50.00	
202617	9/6/2016	889043 ALADIN JUMPERS	071916		RENTAL OF TABLES & CHAIRS	52.50	
					001-424-0000-4260		
					Total :	52.50	
202618	9/6/2016	892271 ALL STAR ELITE SPORTS	INV1058		CHAMPIONSHIP SHIRTS-VOLLEYBALL	173.22	
					017-420-1334-4300		
					Total :	173.22	
202619	9/6/2016	100124 ALL-PHASE ELECTRIC SUPPLY CO.	0946-798438		PARKING METER BATTERIES		

Voucher List		Page: 5	
CITY OF SAN FERNANDO			
Bank code : bank3			
Voucher	Date	Vendor	Amount
202630	9/6/2016	888800 BUSINESS CARD	(Continued)
			Total : 4,722.80
202631	9/6/2016	100466 CACEO	REPL CK#112081
			REP STL DATED CK-CACEO CERT. 001-2140
			125.00
			Total : 125.00
202632	9/6/2016	887264 CALPERS	100000014811025
			FEES-GASB-68 REPORTS & SCHEDULE 018-190-0000-4450
			4,550.00
			Total : 4,550.00
202633	9/6/2016	103619 CARL WARREN & CO.	1768422
			LEGAL FEES 006-190-0000-4800
			750.00
			1768423
			LEGAL FEES 006-190-0000-4800
			750.00
			1769796
			LEGAL FEES 006-190-0000-4800
			1,000.00
			1769797
			LEGAL FEES 006-190-0000-4800
			1,000.00
			Total : 3,500.00
202634	9/6/2016	887387 CCUG	TRAVEL
			REGSTR-CCUG TRAINING (DOJ,DMV & 001-222-0000-4370
			350.00
			Total : 350.00
202635	9/6/2016	892076 CEJ ENGINEERS, INC	142.01.16-02
			ANNUAL STREET RESURFACING PROJECT 012-311-0560-4600
			11,880.00
			Total : 11,880.00
202636	9/6/2016	101957 CITY OF LOS ANGELES	38SF170000003
			FIRE SERVICE-SEPT 2016 001-500-0000-4260
			236,775.92
			Total : 236,775.92
202637	9/6/2016	103029 CITY OF SAN FERNANDO	16881-16887
			REIMB TO WORKER'S COMP TRUSTEE 006-1035
			3,966.54
			Total : 3,966.54
202638	9/6/2016	100805 COOPER HARDWARE INC.	101667
			PVC PIPE REPAIR COUPLINGS 070-383-0301-4300
			9.61

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Voucher List

CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202638	9/6/2016	100805 COOPER HARDWARE INC.	(Continued)			
			101672		PARTS FOR OSG SYSTEM (WELL2A)	
					070-384-0000-4310	22.80
			101680		STOCK PARTS-PARKING LOT IRRIG	
					029-335-0000-4300	19.57
			101704		STOCK PARTS-PARKING LOT IRRIG	
					029-335-0000-4300	32.09
			101719		MISC NUTS & BOLTS-CNG STATION	
					041-320-3661-4400	12.86
			101720		MISC NUTS & BOLTS-CNG STATION	
					041-320-3661-4400	11.43
			101722		MISC NUTS & BOLTS-CNG STATION	
					041-320-3661-4400	10.66
					Total :	119.02
202639	9/6/2016	892051 DANG, CHI	REPL CK#112007		REPL STALE DTD CK-WATER ACCT REI	
					070-2140	134.07
					Total :	134.07
202640	9/6/2016	101666 DE LAGE LANDEN FINANCIAL SERVS	51063096		AUG'16-LEASE PYMNT-VARIOUS COPIE	
					001-135-0000-4260	849.08
					103-420-0000-4260	101.36
					104-420-0000-4260	101.36
					072-360-0000-4260	146.70
			51232976		SEPT- LEASE PAYMENT FOR PD COPIE	
					001-135-0000-4260	607.73
					Total :	1,806.23
202641	9/6/2016	100932 DEPARTMENT OF TOXIC SUBSTANCES	VQ NO. 2016876		2016 EPA PERMIT ID#95-6000779	
					072-360-0000-4450	200.00
					Total :	200.00
202642	9/6/2016	888951 DOMINGUEZ, WALTER	TRAVEL		PER DIEM-POST IV TRAINING (ARIDE)	
					001-225-0000-4360	60.00
					Total :	60.00
202643	9/6/2016	892346 DOUBLE TREE	TRAVEL		LODGING-CCUG TRAINING (DOJ,DMV)	

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vchlist 08/31/2016 11:12:46AM		Voucher List CITY OF SAN FERNANDO				Page: 7
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202643	9/6/2016	892346 DOUBLE TREE	(Continued)			
			TRAVEL		001-222-0000-4370 PARKING-CCUG TRAINING (DOJ,DMV & 001-222-0000-4370	593.40 40.00
					Total :	633.40
202644	9/6/2016	101010 DUTHIE POWER SERVICES INC.	A32643		GENERATOR ANNUAL SERVICE (WELL 070-384-0000-4400	670.71
			S32669		GENERATOR ANNUAL SERVICE (WELL 070-384-0000-4400	540.00
					Total :	1,210.71
202645	9/6/2016	889121 EDGESOFT, INC.	2943		ANNUAL MAINTENANCE CONTRACT 001-135-0000-4260	17,500.00
					Total :	17,500.00
202646	9/6/2016	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		04/01/16-06/30/16 UNEMPLOYMENT INS 001-190-0420-4132 001-190-0150-4132 001-190-0222-4132	3,630.00 2,560.00 8,391.00
					Total :	14,581.00
202647	9/6/2016	890879 EUROFINS EATON ANALYTICAL, INC	L0271769		WATER ANALYSIS-F598520 070-384-0000-4260	139.60
			L0271968		WATER ANALYSIS-F598553 070-384-0000-4260	164.00
			L0273263		WATER ANALYSIS-F599212 070-384-0000-4260	139.60
			L0273265		WATER ANALYSIS-F599499 070-384-0000-4260	139.60
			L0273267		WATER ANALYSIS-F5995217 070-384-0000-4260	164.00
			L0273281		WATER ANALYSIS-F599514 070-384-0000-4260	24.00
			L0273294		WATER ANALYSIS-F600493 070-384-0000-4260	139.60
			L0273337		WATER ANALYSIS-F598459	
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vchlist 08/31/2016 11:12:46AM		Voucher List CITY OF SAN FERNANDO				Page: 8
Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202647	9/6/2016	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
			L0273338		070-384-0000-4260 WATER ANALYSIS-F599948	175.00
			L0273339		070-384-0000-4260 WATER ANALYSIS-F599943	75.00
			L0273949		070-384-0000-4260 WATER ANALYSIS-F600887	189.60
			L0273950		070-384-0000-4260 WATER ANALYSIS-F600889	164.00
			L0274882		070-384-0000-4260 WATER ANALYSIS-F601374	139.60
			L0274884		070-384-0000-4260 WATER ANALYSIS-F602051	139.60
			L0275072		070-384-0000-4260 WATER ANALYSIS-F602086	139.60
			L0275448		070-384-0000-4260 WATER ANALYSIS-F602085	164.00
			L0275456		070-384-0000-4260 WATER ANALYSIS-F602437	139.60
			L0275461		070-384-0000-4260 WATER ANALYSIS-F600498	900.00
			L0276552		070-384-0000-4260 WATER ANALYSIS-F602982	139.60
			L0277008		070-384-0000-4260 WATER ANALYSIS - F604204	139.60
			L0277011		070-384-0000-4260 WATER ANALYSIS-F604613	164.00
			L0277012		070-384-0000-4260 WATER ANALYSIS-F604614	139.60
			L0277081		070-384-0000-4260 WATER ANALYSIS-F603208	164.00
			L0277737		070-384-0000-4260 WATER ANALYSIS-F602588	525.00
					Total :	4,547.80
202648	9/6/2016	890897 EVAN BROOKS ASSOCIATES, INC	16008-2		CONTRACT PLANNER SERVICERS	
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202648	9/6/2016	890897 EVAN BROOKS ASSOCIATES, INC	(Continued)	11277	001-150-0000-4270	1,200.00
					Total :	1,200.00
202649	9/6/2016	887441 EWING IRRIGATION	1962070		MATL'S FOR IRRIGATION REPAIRS	130.08
			3839303		043-390-0000-4300	2,272.65
					RETROFIT IRRIGATION CONTROLLER-	
					043-390-0000-4330	2,402.73
					Total :	2,402.73
202650	9/6/2016	101147 FEDEX	5-503-25667		COURIER SERVICE	94.20
					001-190-0000-4280	94.20
					Total :	94.20
202651	9/6/2016	103856 FLAGS USA INC.	65017		US FLAGS REPLACEMENT	260.85
					043-390-0000-4300	260.85
					Total :	260.85
202652	9/6/2016	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERRIFFS	572.12
			209-150-5250-081292		001-222-0000-4220	46.19
			209-151-4941-102990		RADIO REPEATER (PD)	46.19
			209-151-4942-041191		001-222-0000-4220	47.04
			209-151-4943-081292		POLICE PAGING	46.19
			818-361-0901-051499		001-222-0000-4220	46.19
			818-361-2385-012309		CITY YARD AUTO DIALER	54.75
			818-361-2472-031415		070-384-0000-4220	102.58
			818-361-3958-091407		RADIO REPEATER (PD)	51.29
					001-222-0000-4220	252.77
					SEWER FLOW MONITOR (PW)	47.03
					072-360-0000-4220	
					MTA PHONE LINE	
					007-440-0441-4220	
					001-190-0000-4220	
					PW PHONE LINE	
					070-384-0000-4220	
					CNG STATION	
					041-320-3661-4220	

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202652	9/6/2016	892198 FRONTIER COMMUNICATIONS	(Continued)		HERITAGE PARK IRRIG SYSTEM	51.29
			818-361-7825-120512		001-420-0000-4220	28.51
			818-365-5097-120298		POLICE NARCOTICS VAULT	48.26
			818-831-5002-052096		001-222-0000-4220	300.32
			818-837-2296-031315		POLICE DEPT SPECIAL PROBLEMS	24.30
			818-837-7174-052096		001-222-0000-4220	29.25
			818-838-1841-112596		VARIOUS CITY HALL PHONE LINES	27.89
			818-898-7385-033105		001-190-0000-4220	1,775.97
					001-420-0000-4220	
					Total :	1,775.97
202653	9/6/2016	892341 GARCIA, IDELISA	2000247.001		YOUTH BASKETBALL REFUND	85.00
					017-3770-1328	85.00
					Total :	85.00
202654	9/6/2016	101281 GARIBAY, SAUL	TRAVEL		PER DIEM-POST IV TRAINING (ARIDE)	60.00
					001-225-0000-4360	60.00
					Total :	60.00
202655	9/6/2016	892342 GIANI, BIANCA	2000249.001		YOUTH BASKETBALL REFUND	95.00
					017-3770-1328	95.00
					Total :	95.00
202656	9/6/2016	889532 GILMORE, REVA A.	07/23/16 - 08/05/16		FOOD SERVICE MANAGER	520.00
					115-422-3750-4270	84.50
			08/06/16 - 08/19/16		115-422-3752-4270	565.50
					FOOD SERVICE MANAGER	117.00
					115-422-3750-4270	
					115-422-3752-4270	
					Total :	1,287.00

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202669	9/6/2016	101647 101647 INTERSTATE BATTERY	(Continued)			Total : 742.19
202670	9/6/2016	891777 IRRIGATION EXPRESS	15058840-00		REPAIR KIT-LOWER RESERVOIRS	
			15058971-00		070-384-0000-4310	37.63
			15059349-00		IRRIGATION PARTS	119.60
			15059393-00		070-384-0000-4310	61.51
			15059475-00		CABLE STRAP-LOPEZ HOUSE TREES	1.74
			15060707-00		043-390-0000-4300	24.31
			15061082-00		IRRIG SUPPLIES	41.32
			15061098-00		070-384-0000-4310	81.39
			15061145-00		QUICK COUPLER	719.98
			15061216-00		043-390-0000-4300	12.07
			15061262-00		MAT'L'S FOR IRRIG REPAIR	85.63
					043-390-0000-4300	218.95
					SMALLS TOOLS	Total : 1,404.13
202671	9/6/2016	892345 IXII GROUP	1210		REGSTR-POST TRAINING FOR DISPAT	
					001-225-0000-4360	297.00
						Total : 297.00
202672	9/6/2016	887952 J. Z. LAWNMOWER SHOP	12100		TREE PRUNER	
			16952		043-390-0000-4340	248.47
			16953		HANDSAW	29.37
			16954		027-344-0301-4300	168.24
					LANDSCAPE SUPPLIES	
					043-390-0000-4300	
					FERTILIZER	

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202672	9/6/2016	887952 J. Z. LAWNMOWER SHOP	(Continued)			
			16955		043-390-0000-4300	8.07
			16957		CHAINS	70.85
					001-346-0000-4310	19.62
					SAW PRUNER	Total : 544.62
202673	9/6/2016	889680 JIMENEZ LOPEZ, JUAN MANUEL	JULY 2016		MMAP INSTRUCTOR	
					109-424-3637-4260	300.00
						Total : 300.00
202674	9/6/2016	887383 JOHN GEORGE WELDING	4305		WELDING REPAIRS-CNG STATION	
					041-320-3661-4400	325.00
						Total : 325.00
202675	9/6/2016	892339 KARIMOTO, JENNA	2000252.001		ADULT VOLLEYBALL REFUND	
					017-3770-1334	30.00
						Total : 30.00
202676	9/6/2016	101764 KEYSTONE UNIFORM DEPOT	062608		UNIFORMS	
			062643		001-222-0000-4300	1,134.15
			062683		UNIFORMS	711.34
					001-222-0000-4300	446.63
					UNIFORMS	Total : 2,292.12
202677	9/6/2016	891794 KIMBALL, NICK	REIMB.		WELLNESS BENEFIT REIMB. FY16-17	
					001-130-0000-4140	600.00
						Total : 600.00
202678	9/6/2016	101768 KIMBALL-MIDWEST	5071242		MISC NUTS & BOLTS	
			5073152		041-1215	319.50
					FLOOR TAPE-CNG STATION	347.00
					041-320-3661-4400	Total : 666.50

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202679	9/6/2016	892026 KTB CONSTRUCTION	40-50298-239		RELEASE OF RETENTION-BRAND BLVI 011-2037 070-2037	3,412.54 7,026.40 Total : 10,438.94
202680	9/6/2016	101990 L.A. COUNTY METROPOLITAN	800064720		TAP CARDS-JULY 2016 007-440-0441-4260	944.00 Total : 944.00
202681	9/6/2016	102007 L.A. COUNTY SHERIFFS DEPT.	170162SCS		INMATE MEAL SERVICE-JULY 2016 001-225-0000-4350	1,012.77 Total : 1,012.77
202682	9/6/2016	101971 L.A. MUNICIPAL SERVICES	0047501000 4947501000 5007501000 5947501000 6577501000 6947501000 7577501000 7947501000		ELECTRIC-13003 BORDEN AVE 070-384-0000-4210 WATER - 12900 DRONFIELD 070-384-0000-4210 ELECTRIC-13655 FOOTHILL 070-384-0000-4210 ELECTRIC-12900 DRONFIELD 070-384-0000-4210 ELECTRIC-14060 SAYRE ST 070-384-0000-4210 WATER-13180 DRONFIELD 070-384-0000-4210 WATER-14060 SAYRE ST 070-384-0000-4210 ELECTRIC-13186 DRONFIELD 070-384-0000-4210	549.93 129.15 174.54 6,269.39 13,211.14 4.62 127.91 Total : 20,545.21
202683	9/6/2016	890325 L.S. AZTEC T SHIRTS & AWARDS	2016-0803		CHAMPIONSHIP MEDALS & PLAQUES- 017-420-1328-4300 017-420-1334-4300	171.78 228.90 Total : 400.68
202684	9/6/2016	101852 LARRY & JOE'S PLUMBING	2693804-0001-02		REGULATOR REPAIR KIT	
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202684	9/6/2016	101852 LARRY & JOE'S PLUMBING	(Continued) 2694225-0001-02		070-384-0000-4310 MAT'L'S FOR SERVICE ORDER REPAIR 070-383-0301-4300	70.71 48.84 Total : 119.55
202685	9/6/2016	889118 LDI COLOR TOOLBOX	1042951		COPIES & MAINT CONTRACT 001-135-0000-4260	489.01 Total : 489.01
202686	9/6/2016	101872 LEAGUE OF CALIFORNIA CITIES	3309 3351		LA COUNTY DIVISION DUES FY16-17 001-190-0000-4380 REGISTRATION- INSTALLATION CEREA 001-101-0103-4370	1,081.50 50.00 Total : 1,131.50
202687	9/6/2016	101901 LESMEZ, ARTHUR	REIMB.		REIMB FOR REGSTR-ARPOC TRAINING 001-225-0000-4360	300.00 Total : 300.00
202688	9/6/2016	101920 LIEBERT CASSIDY WHITMORE	1425530 1425531		LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270	105.00 560.00 Total : 665.00
202689	9/6/2016	101974 LOS ANGELES COUNTY	JULY 2016		ANIMAL CONTROL CARE/HOUSING FEI 001-190-0000-4260	4,314.08 Total : 4,314.08
202690	9/6/2016	102075 MAG-TROL ASSOCIATES, INC.	1194025 1194399		STREET LIGHT FUSES 027-344-0301-4300 DOOR SWITCH-ARROYO BOOSTER 070-384-0000-4310	103.81 39.79 Total : 143.60
202691	9/6/2016	888468 MAJOR METROPOLITAN SECURITY	1078490		ALARM MONITORING-SEPT 2016 043-390-0000-4260	15.00
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202691	9/6/2016	888468 MAJOR METROPOLITAN SECURITY	(Continued)				
			1078491		ALARM MONITORING-SEPT 2016		
					043-390-0000-4260	15.00	
			1078492		ALARM MONITORING-SEPT 2016		
					043-390-0000-4260	15.00	
			1078493		ALARM MONITORING-SEPT 2016		
					043-390-0000-4260	15.00	
			1078494		ALARM MONITORING-SEPT 2016		
					043-390-0000-4260	15.00	
			1078495		ALARM MONITORING-SEPT 2016		
					043-390-0000-4260	15.00	
			1078496		ALARM MONITORING-SEPT 2016		
					043-390-0000-4260	15.00	
			1078497		ALARM MONITORING-SEPT 2016		
					043-390-0000-4260	15.00	
			1078498		ALARM MONITORING-SEPT 2016		
					043-390-0000-4260	15.00	
			1078499		ALARM MONITORING-SEPT 2016		
					043-390-0000-4260	15.00	
			1078500		ALARM MONITORING-SEPT 2016		
					043-390-0000-4260	15.00	
			1078501		ALARM MONITORING-SEPT 2016		
					070-384-0000-4260	23.00	
			1078502		ALARM MONITORING-SEPT 2016		
					070-384-0000-4260	23.00	
			1078503		ALARM MONITORING-SEPT 2016		
					070-384-0000-4260	23.00	
			1078504		ALARM MONITORING-SEPT 2016		
					070-384-0000-4260	23.00	
					Total :	257.00	
202692	9/6/2016	888953 MARRIOTT RIVERSIDE	TRAVEL		LODGING-POST IV TRAINING (ARIDE) (
					001-225-0000-4360	107.64	
			TRAVEL		LODGING-POST IV TRAINING (ARIDE) (
					001-225-0000-4360	107.64	
					Total :	215.28	

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202693	9/6/2016	889533 MARTINEZ, ANITA	07/23/16-08/05/16		FOOD SERVICE INTAKE CLERK		
					115-422-3750-4270	220.50	
			08/06/16 - 08/19/16		FOOD SERVICE INTAKE CLERK		
					115-422-3750-4270	241.50	
					Total :	462.00	
202694	9/6/2016	102156 McCain	RMAINV4561		POWER SUPPLY REBUILD-TRAFFIC CC		
					001-370-0301-4300	1,782.80	
					Total :	1,782.80	
202695	9/6/2016	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO		
					001-420-0000-4220	33.04	
					Total :	33.04	
202696	9/6/2016	892343 MELGOZA, RAUL	491714		SENIOR TRIP REFUND		
					004-2383	300.00	
			591383		SENIOR TRIP REFUND		
					004-2383	1,460.00	
					Total :	1,760.00	
202697	9/6/2016	102148 METROPOLITAN WATER DISTRICT	8769		CAPACITY CHARGE		
					070-384-0000-4450	4,450.83	
					Total :	4,450.83	
202698	9/6/2016	892344 MIGUEL A ZURITA	080416		REIMB. FOR PROPERTY DAMAGE		
					006-190-0000-4800	6,273.00	
					Total :	6,273.00	
202699	9/6/2016	102226 MISSION LINEN & UNIFORM	503022794		LAUNDRY		
					001-225-0000-4350	65.27	
			503048163		LAUNDRY		
					001-225-0000-4350	69.65	
			503068940		LAUNDRY		
					001-225-0000-4350	72.68	
			503095847		LAUNDRY		
					001-225-0000-4350	74.58	
			503115662		LAUNDRY		

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202699	9/6/2016	102226 MISSION LINEN & UNIFORM	(Continued)		001-225-0000-4350	99.84
			503151561		LAUNDRY	
					001-225-0000-4350	89.40
					Total :	471.42
202700	9/6/2016	888264 MISSION VALLEY SANITATION	145505		PORTABLE TOILET RENTAL-12900 DRC	
					070-384-0000-4260	136.96
					Total :	136.96
202701	9/6/2016	889611 MORRISON MANAGEMENT SPECIALIST	188452016-7		LP SENIOR MEALS - JULY 2016	
					115-422-3750-4260	4,095.00
					115-422-3752-4260	2,263.50
					Total :	6,358.50
202702	9/6/2016	102303 NACHO'S ORNAMENTAL SUPPLY	INV100908		MATL'S FOR RELOCATION OF FENCE-L	
					043-390-0000-4300	82.99
					Total :	82.99
202703	9/6/2016	102325 NAPA AUTO PARTS	904395		BRUSH & HANDLE-PD5744	
			906477		041-320-0226-4400	27.24
			906560		INTAKE MANIFOLD-PD3030	
					041-320-0225-4400	230.30
					THREAD SEALS	
					041-320-0000-4300	8.42
					Total :	265.96
202704	9/6/2016	887553 NATIONAL TRAINING CONCEPTS	16-60		REGSTR-FIREARMS/TACTICAL RIFLE	
					001-225-0000-4360	550.00
					Total :	550.00
202705	9/6/2016	890975 NATIONWIDE SPORTS	921		TROPHIES-BASKETBALL SUMMER LEA	
					017-420-1328-4300	1,220.80
					Total :	1,220.80
202706	9/6/2016	891841 NAVA STUDIO AND DESIGN	INV.CSF.002-02	11415	DESIGN OF RESIDENTIAL FRONT YARD	
					070-381-0000-4270	2,500.00
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202706	9/6/2016	891841 891841 NAVA STUDIO AND DESIGN	(Continued)			Total : 2,500.00
202707	9/6/2016	102410 NORTHRIDGE HOSPITAL MEDICAL	81116		SART EXAMS	
					001-224-0000-4270	1,460.00
					Total :	1,460.00
202708	9/6/2016	102423 OCCU-MED, INC.	0716901		PRE-EMPLOYMENT PHYSICAL	
					001-106-0000-4270	259.00
					Total :	259.00
202709	9/6/2016	102432 OFFICE DEPOT	1949158491		OFFICE SUPPLIES	
			1959456716		001-420-0000-4300	12.72
			1964274596		OFFICE SUPPLIES	
			1971470325		001-420-0000-4300	132.02
					DAY CAMP SUPPLIES	
					017-420-1399-4300	191.37
					OFFICE SUPPLIES	
					001-222-0000-4300	69.42
			852328224001		BREAK ROOM & OFFICE SUPPLIES	
					070-381-0000-4300	378.40
			853112795001		DRAFTING CHAIRS	
					001-311-0000-4300	459.87
			853112796001		OFFICE CHAIR	
					001-311-0000-4300	167.52
			854131260001		OFFICE SUPPLIES	
					001-222-0000-4300	166.34
			854131338001		OFFICE SUPPLIES	
					001-222-0000-4300	53.09
			854642590001		COPY PAPER & OFFICE SUPPLIES	
					001-222-0000-4300	312.05
			854642663001		OFFICE SUPPLIES	
					001-222-0000-4300	14.22
			855218422001		OFFICE SUPPLIES	
					001-222-0000-4300	100.38
			855218485001		OFFICE SUPPLIES	
					001-222-0000-4300	15.05
			856468284001		TONER & OFFICE SUPPLIES	
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202709	9/6/2016	102432 OFFICE DEPOT	(Continued)			
			857274327001		001-222-0000-4300 OFFICE SUPPLIES	345.47
			857274431001		001-130-0000-4300 OFFICE SUPPLIES	114.25
					001-130-0000-4300	15.41
					Total :	2,547.58
202710	9/6/2016	890095 O'REILLY AUTOMOTIVE STORES INC	4605-203231		DOOR HANDLE-PK9826	
			4605-203379		041-320-0390-4400 HEADLIGHT SWITCH-PW2115	37.62
			4605-203918		041-320-0370-4400 EMISSION HOESE-PK0935	65.14
			4605-204498		041-320-0390-4400 FRONT BRAKES-PD8863	30.96
			4605-205095		041-320-0225-4400 RADIATOR CAP-PD3032	45.60
			4605-205242		041-320-0225-4400 IDLE AIR CONTROL VALVE-PK0935	16.47
			4605-205243		041-320-0390-4400 RUBBING COMPOUND-PD3031	51.37
			4605-205289		041-320-0225-4400 IAC VALVE-PW1657	25.93
			4605-205980		027-344-0000-4400 HEADLIGHT BULBS-PD3032	43.31
					041-320-0225-4400	39.40
					Total :	355.80
202711	9/6/2016	100221 ORTEGA, SYLVIA	TRAVEL		PER DIEM-CCUG TRAINING (DOJ,DMV)	
					001-222-0000-4370	120.00
					Total :	120.00
202712	9/6/2016	890004 PACIFIC TELEMAGEMENT SERVICE	858842		PD PAYPHONES-SEPT 2016	
					001-190-0000-4220	62.64
					Total :	62.64
202713	9/6/2016	892023 PAETEC	5726123		PHONE SERVICE 08/18/16-09/17/16	

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202713	9/6/2016	892023 PAETEC	(Continued)		001-222-0000-4220	687.49	
					001-420-0000-4220	917.06	
					070-384-0000-4220	501.10	
					001-190-0000-4220	1,825.72	
					Total :	3,931.37	
202714	9/6/2016	891317 PCI	18104R.1	11362	STRIPING AND PAVEMENT MARKING M/	31,625.00	
					011-311-0558-4600	Total :	31,625.00
202715	9/6/2016	887366 PIONEER MANUFACTURING COMPANY	INV605706		PAINT FOR SOFTBALL FIELD	362.04	
					017-420-1334-4300	Total :	362.04
202716	9/6/2016	102639 POLA, CARLOS J.	081216		AUDIO/PROJECTOR TECHNICAL SUPP	200.00	
					001-424-0000-4260	Total :	200.00
202717	9/6/2016	102666 PREFERRED DELIVERY SYSTEMS INC	549-154		COURIER SERVICE	206.00	
					001-222-0000-4260	Total :	206.00
202718	9/6/2016	889289 PRO ONE STAGE PRODUCTIONS	2325		AUDIO/LIGHTING FOR CONCERT ON B/	4,450.00	
					001-420-0000-4260	Total :	4,450.00
202719	9/6/2016	102697 PROVIDENCE HOLY CROSS	72000037840301		POST BOOKING EXAM	75.00	
					001-225-0000-4350	Total :	75.00
202720	9/6/2016	890536 PRUDENTIAL OVERALL SUPPLY	1710136267		SAFETY JACKETS	155.91	
					043-390-0000-4310	Total :	155.91
202721	9/6/2016	100676 R. E. CHARLES PLUMBING, INC.	17273		PLUMBING SERVICES-REC PARK	125.00	
			17276		043-390-0000-4330	125.00	
					PLUMBING SERVICES-1703 FOURTH		

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202721	9/6/2016	100676 R. E. CHARLES PLUMBING, INC.	(Continued)		070-383-0000-4260	336.51
					Total :	461.51
202722	9/6/2016	102803 RED WING SHOE STORE	1-284	11402	FY 16/17 PURCHASE OF SAFETY SHO	134.09
			3-233	11402	043-390-0000-4310	232.67
				11402	FY 16/17 PURCHASE OF SAFETY SHO	325.74
				11402	001-310-0000-4310	172.20
				11402	001-311-0000-4310	530.53
				11402	001-346-0000-4310	567.70
				11402	070-383-0000-4310	367.63
				11402	072-360-0000-4300	134.96
				11402	043-390-0000-4310	
				11402	001-371-0000-4310	
					Total :	2,465.52
202723	9/6/2016	102803 RED WING SHOE STORE	4-233	11402	FY 16/17 PURCHASE OF SAFETY SHO	185.28
					070-384-0000-4310	
					Total :	185.28
202724	9/6/2016	892009 REVILLA, KIMBERLY	2000248.001		YOUTH BASKETBALL REFUND	50.00
					017-3770-1328	
					Total :	50.00
202725	9/6/2016	891377 REYES, JOSE	07/23/16 - 08/05/16		HDM DRIVER	210.00
					115-422-3752-4270	62.40
					115-422-3752-4390	
			08/06/16 - 08/19/16		HDM DRIVER	210.00
					115-422-3752-4270	62.40
					115-422-3752-4390	
					Total :	544.80
202726	9/6/2016	102848 RICHARDS, WATSON & GERSHON	208192		LEGAL SERVICES	425.00
					001-110-0098-4270	
					Total :	425.00
202727	9/6/2016	102855 RIO HONDO REGIONAL	F16-27-ZSFN		BASIC RECRUIT COURSE	

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202727	9/6/2016	102855 RIO HONDO REGIONAL	(Continued)		001-225-0000-4360	2,845.50
					Total :	2,845.50
202728	9/6/2016	891121 RIVERA, NICOLE	JULY 2016		MMAP MENTOR	105.00
					004-2360	
					Total :	105.00
202729	9/6/2016	892174 ROTH, SKYLAR	06/20/16-09/11/16		CHEER PROGRAM INSTRUCTOR	350.00
					017-420-1328-4260	
					Total :	350.00
202730	9/6/2016	892036 ROTHSCHILD, DEBORAH	07/12/16 - 08/18/16		EXERCISE INSTRUCTOR (STRETCH TC	600.00
					017-420-1322-4260	
					Total :	600.00
202731	9/6/2016	102922 ROTO-ROOTER	SF072634		PLUMBING SERVICES-LP PARK	346.08
					043-390-0000-4330	
					Total :	346.08
202732	9/6/2016	891567 SAEKI, BRIAN	REIMB.		REIMB-LUNCH MEETING	76.81
			REIMB.		001-105-0000-4370	
					REIMB-TEAM BUILDING WORKSHOP B	119.36
					001-105-0000-4370	
					Total :	196.17
202733	9/6/2016	891253 SAN FERNANDO SMOG TEST ONLY	5002		SMOG TEST-E1200076	50.00
			5005		041-320-0000-4400	
					SMOG TEST-E1218738	50.00
			5006		041-320-0000-4450	
					SMOG TEST-E1499097	50.00
			5007		041-320-0000-4450	
					SMOG TEST-E1339760	50.00
			5008		041-320-0000-4450	
					SMOG TEST-E1499096	50.00
			5010		041-320-0000-4450	
					SMOG TEST-E1205854	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202733	9/6/2016	891253 SAN FERNANDO SMOG TEST ONLY	(Continued)			
			5011		041-320-0000-4450 SMOG TEST-E1200077	50.00
			5012		041-320-0000-4450 SMOG TEST-1227035	50.00
			5013		041-320-0000-4450 SMOG TEST-E1473090	50.00
					041-320-0000-4450	50.00
					Total :	450.00
202734	9/6/2016	103057 SAN FERNANDO VALLEY SUN	082416		CIF - SPONSORSHIP OF PROJ GRAD C 053-101-0109-4430	1,000.00
					Total :	1,000.00
202735	9/6/2016	103057 SAN FERNANDO VALLEY SUN	9647		RFP PUBLICATION 001-370-0000-4430	87.50
			9648		PUBLIC HEARING NOTICE-BUDGET FY 001-115-0000-4230	50.00
			9649		PUBLICATION-NOTICE INVITING BIDS (011-371-3665-4270	875.00
					Total :	1,012.50
202736	9/6/2016	892209 SCOTT, HOLLY M.	AUG 2016		COMMISSIONER'S REIMBURSEMENT 001-310-0000-4111	50.00
					Total :	50.00
202737	9/6/2016	891064 SIEMENS INDUSTRY INC	561022911	11380	EMERG REPAIRS TO STREET LIGHT KI 027-344-0000-4260	6,085.00
			5620011401	11428	TRAFFIC SIGNAL EMERG. REPAIRS FO 001-370-0301-4300	2,908.75
					Total :	8,993.75
202738	9/6/2016	103172 SKAUG TRUCK BODY WORKS	37539		WELDING OF 6 WATER VALVE KEYS 070-383-0301-4300	180.00
					Total :	180.00
202739	9/6/2016	103184 SMART & FINAL	104897		SUMMER EVENT SUPPLIES	
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202739	9/6/2016	103184 SMART & FINAL	(Continued)			
			106271		001-424-0000-4300 SUPPLIES-WEEKLY ACTIVITY (DAY CAI 017-420-1399-4300	119.86
			106597		SUMMER EVENT SUPPLIES 004-2359	27.11
			109213		ENP SUPPLIES 115-422-3750-4300	118.14
			109490		SUPPLIES-LP CLUB SUMMER DANCE 004-2380	18.57
			129439		REFRESHMENTS 004-2346	226.90
			133310		SUPPLIES-WEEKLY ACTIVITY (DAY CAI 017-420-1399-4300	57.40
			135994		SUMMER EVENT SUPPLIES 001-424-0000-4300	43.26
			141176		ENP SUPPLIES 115-422-3750-4300	262.80
			142454		SUMMER EVENT SUPPLIES 004-2359	218.50
			142456		SUPPLIES-WEEKLY ACTIVITY (DAY CAI 017-420-1399-4300	61.44
			142457		SUMMER EVENT SUPPLIES 004-2359	99.53
			148900		SUPPLIES FOR CIT FUNDRAISER SALE 004-2391	14.75
					Total :	1,338.36
202740	9/6/2016	103218 SOLIS, MARGARITA	1-10		PETTY CASH 001-101-0103-4370	31.00
					001-101-0109-4370	15.00
					001-105-0000-4370	20.00
					017-420-1399-4300	169.39
					001-150-0000-4300	10.82
					001-310-0000-4270	20.00
					Total :	266.21
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202741	9/6/2016	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST	
			2-02-682-7675		043-390-0000-4210	7,770.91
			2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	9,478.16
					ELECTRIC-VARIOUS LOCATIONS	
					070-384-0000-4210	423.99
					043-390-0000-4210	11,918.92
					029-335-0000-4210	1,685.80
					041-320-3661-4210	1,875.92
			2-33-746-5215		027-344-0000-4210	14,490.85
					ELECTRIC - 190 PARK	
					027-344-0000-4210	442.85
					Total :	48,087.40
202742	9/6/2016	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9753		NATURAL GAS FOR CNG STATION	
					041-320-3661-4402	4,509.17
					Total :	4,509.17
202743	9/6/2016	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	178782		DOJ LIVESCAN FINGERPRINTING-JULY	
			180890		004-2386	5,597.00
					EMPLOYEE SCREENING FINGERPRINTING	
					001-106-0000-4270	32.00
					Total :	5,629.00
202744	9/6/2016	892338 STEEL SOURCE CONSTRUCTION	110302.3058		SAMPLE STATION FOR LUCAS DISTRICT	
					070-384-0000-4310	2,497.80
					Total :	2,497.80
202745	9/6/2016	889935 STEINBERG, STEVE	07/06/16 - 08/10/16		EXERCISE INSTRUCTOR (CARDIO & STRENGTH)	
					017-420-1332-4260	660.00
					Total :	660.00
202746	9/6/2016	891439 SUPERIOR WATER TECHNOLOGIES	2016-138		WELL 2A BRINE TANK SWITCH REPAIR	
					070-384-0000-4260	1,012.24
					Total :	1,012.24
202747	9/6/2016	103090 SUSAN SAXE-CLIFFORD, PH.D.	16-0809-2		PROFESSIONAL SERVICES	

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202747	9/6/2016	103090 SUSAN SAXE-CLIFFORD, PH.D.	(Continued)		001-222-0000-4260		450.00
						Total :	450.00
202748	9/6/2016	103205 THE GAS COMPANY	0842203249		GAS-505 S HUNTINGTON		
			1432878131		043-390-0000-4210		25.76
					GAS-208 PARK		
					043-390-0000-4210		37.04
						Total :	62.80
202749	9/6/2016	101528 THE HOME DEPOT CRC, ACCT#603532202490	1562259		MATL'S FOR TV INSTALL		
			1562260		043-390-0000-4300		84.49
					SMALL TOOLS		
			1764488		043-390-0000-4340		24.05
					SMALL TOOLS		
			3033788		043-390-0000-4300		108.99
					SMALL TOOLS & TOPPER		
			3065299		043-390-0000-4300		219.54
					MATL'S FOR TV INSTALL		
			3591087		043-390-0000-4300		7.01
			3740829		BATTERY REPLACEMENT-STREET LIGI		
					027-344-0301-4300		108.41
					TRASH BAGS		
			4074362		001-341-0301-4300		313.53
					PARTS FOR WELL 4		
					070-383-0000-4310		90.37
			4713616		070-384-0000-4310		130.58
					AWNING REPAIR		
			71115		043-390-0000-4300		6.80
					SMALL TOOLS		
			71116		043-390-0000-4340		167.99
					MATL'S FOR REPAIRS @ LP PARK		
			71117		043-390-0000-4300		22.95
					SMALL TOOLS		
					043-390-0000-4300		184.49
			8643366		HAND-HELD GAS BLOWER		
					043-390-0000-4340		162.41

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202749	9/6/2016	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued) 8844379		TV MOUNT 043-390-0000-4300	46.67
					Total :	1,678.28
202750	9/6/2016	890833 THOMSON REUTERS	834436503		LA CLEAR-INVEST TOOL 001-135-0000-4260	174.26
					Total :	174.26
202751	9/6/2016	103903 TIME WARNER CABLE	8448200540010369		CABLE - 08/18/16-09/17/16 (PD) 001-222-0000-4260	210.34
			8448200540028882		CABLE - 08/13/16-09/12/16 (LP PARK) 001-420-0000-4260	175.53
			8448200540196309		CABLE - 08/23/16-09/22/16 001-190-0000-4220	1,100.00
					Total :	1,485.87
202752	9/6/2016	888399 TORO ENTERPRISES INC.	2	11395	STREET RESURFACING & WATER MAIN 070-385-0635-4600	46,569.00
				11395	012-311-0560-4600	220,791.60
					070-2037	-2,328.45
					012-2037	-11,039.58
					Total :	253,992.57
202753	9/6/2016	891311 TORRES, RITA	07/23/16 - 08/05/16		ENP SUBSTITUTE 115-422-3750-4270	105.00
					115-422-3752-4270	10.50
			08/06/16 - 08/19/16		ENP SUBSTITUTE 115-422-3750-4270	84.00
					115-422-3752-4270	10.50
					Total :	210.00
202754	9/6/2016	890010 TOTAL PRINTING SUPPLIES	16232		HP LASER JET TONERS 001-130-0000-4300	92.65
					070-382-0000-4300	92.65
					072-360-0000-4300	92.65
					Total :	277.95

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202755	9/6/2016	887568 TRANS TECH	011526		REBUILD TRANSMISSION-PK5918 041-320-0420-4400	1,549.48
					Total :	1,549.48
202756	9/6/2016	103413 TRANS UNION LLC	07607500		CREDIT CHECKS 001-222-0000-4260	74.60
					Total :	74.60
202757	9/6/2016	103463 U.S. POSTMASTER	DEMAND		POSTAGE-AUG WATER BILLS 070-382-0000-4300	517.77
					072-360-0000-4300	517.76
					Total :	1,035.53
202758	9/6/2016	103444 ULTRA GREENS, INC	58214		ROSES & GROMULCH 001-311-0000-4300	91.56
			58220		POTTING SOIL & PLANTS 001-311-0000-4300	124.26
					Total :	215.82
202759	9/6/2016	892258 UNIFORM & ACCESSORIES	551362		UNIFORM REPLACEMENT 001-222-0000-4300	92.63
					Total :	92.63
202760	9/6/2016	888241 UNITED SITE SERVICES OF CA INC	114-4270214		PORTABLE TOILET RENTAL-501 FIRST 043-390-0000-4260	589.36
			114-4287228		PORTABLE TOILET RENTAL-LAYNE PA 043-390-0000-4260	406.34
			114-4323102		PORTABLE TOILET RENTAL-REC PARK 001-420-0000-4260	153.73
					Total :	1,149.43
202761	9/6/2016	103503 UNITED STATES POSTAL SERVICE	NONPO		REIMBURSEMENT OF POSTAGE MACH 001-190-0000-4280	1,500.00
					Total :	1,500.00
202762	9/6/2016	103439 UPS	831954326		COURIER SERVICE 001-190-0000-4280	221.07

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202762	9/6/2016	103439 103439 UPS	(Continued)		Total :	221.07
202763	9/6/2016	889644 VERIZON BUSINESS	08012341		CITY HALL LONG DISTANCE	
			08012342		001-190-0000-4220	49.14
			08012344		CITY YARD LONG DISTANCE	
			08012345		070-384-0000-4260	14.74
			08012346		POLICE LONG DISTANCE	
			08012890		001-222-0000-4220	110.66
			08012902		CITY YARD LONG DISTANCE	
					070-384-0000-4220	9.83
					PARKS LONG DISTANCE	
					001-420-0000-4220	15.17
					CITY YARD LONG DISTANCE	
					001-310-0000-4220	4.92
					CITY HALL LONG DISTANCE	
					001-190-0000-4220	56.08
					Total :	260.54
202764	9/6/2016	892081 VERIZON BUSINESS SERVICES	69857880		MPLS PORT ACCESS & ROUTER FOR F	
					001-222-0000-4220	1,035.16
					Total :	1,035.16
202765	9/6/2016	889627 VERIZON CONFERENCING	Z5801570		CONFERENCE CALLS-JULY 2016	
					001-190-0000-4220	23.61
					Total :	23.61
202766	9/6/2016	100101 VERIZON WIRELESS-LA	460851202		PD CELL PHONES	
			561407019		001-222-0000-4220	145.50
					VARIOUS CELL PHONES	
					070-384-0000-4220	114.93
					001-130-0000-4220	33.21
					043-390-0000-4220	20.14
					041-320-0000-4220	20.14
					072-360-0000-4220	0.27
			660629692		VARIOUS CELL PHONES	
					001-106-0000-4220	35.99
					070-384-0000-4220	74.62

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202766	9/6/2016	100101 VERIZON WIRELESS-LA	(Continued) 970459610		VARIOUS CELL PHONES		
					001-105-0000-4220	82.93	
					072-360-0000-4220	18.01	
					001-101-0109-4220	32.20	
					001-101-0111-4220	41.94	
					001-101-0107-4220	33.21	
					Total :	653.09	
202767	9/6/2016	889681 VILLALPANDO, MARIA	07/23/16 - 08/05/16		FOOD SERVICE WORKER		
					115-422-3750-4270	367.50	
					115-422-3752-4270	52.50	
			08/06/16 - 08/19/16		FOOD SERVICE WORKER		
					115-422-3750-4270	330.75	
					115-422-3752-4270	47.25	
					Total :	798.00	
202768	9/6/2016	888390 WEST COAST ARBORISTS, INC.	117360	11431	FY 2017 ANNUAL CITY TREE TRIMMING		
					011-311-0000-4260	12,911.50	
					Total :	12,911.50	
202769	9/6/2016	888442 WESTERN EXTERMINATOR COMPANY	4354675		PEST CONTROL-LP PARK		
			4354676		043-390-0000-4260	52.00	
			4354677		BAIT MONITORING-LP PARK		
			4354680		043-390-0000-4260	156.00	
			4354681		PEST CONTROL-EUDY ORTEGA PARK		
			4357777		043-390-0000-4260	53.00	
					PEST CONTROL-REC PARK		
					043-390-0000-4260	75.50	
					BAIT MONITORING-REC PARK		
					043-390-0000-4260	65.50	
					SKUNK REMOVAL-501 FIRST		
					043-390-0000-4330	230.00	
					027-344-0301-4300	230.00	
					001-311-0000-4300	230.00	
					070-383-0000-4260	230.00	
					041-320-0000-4450	230.00	

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202769	9/6/2016	888442 WESTERN EXTERMINATOR COMPANY	(Continued) 4373487		PEST CONTROL-CITY HALL 043-390-0000-4260	82.50
Total :						1,634.50
202770	9/6/2016	103694 WILLDAN ASSOCIATES	00318275	11344	ON-CALL ENGINEERING SERVICES 012-311-0551-4600	1,282.50
				11344	001-310-0000-4270	1,080.00
			00320833		ON-CALL ENGINEERING SERVICES	
				11344	016-310-3661-4600	270.00
				11344	012-311-0551-4600	393.75
				11344	012-311-0560-4600	123.75
				11344	012-311-0551-4600	146.50
				11344	012-311-0560-4600	551.25
Total :						3,847.75
202771	9/6/2016	891531 WILLDAN ENGINEERING	003-21224		ON CALL ENGINEERING SERVICES	
				11349	001-310-0000-4270	2,145.00
				11349	010-370-3636-4600	2,561.00
				11349	012-311-3636-4600	286.00
				11349	010-370-3636-4600	13.00
				11349	010-310-3661-4600	65.00
					010-371-3665-4270	234.00
					011-371-3665-4270	26.00
					012-311-0560-4600	1,430.00
			003-21627		ON CALL ENGINEERING SERVICES	
				11349	001-310-0000-4270	1,755.00
				11349	010-370-3636-4600	2,223.00
				11349	012-311-3636-4600	247.00
				11349	010-371-3665-4270	2,223.00
				11349	011-371-3665-4270	247.00
				11349	010-310-3661-4600	130.00
				11349	032-311-0842-4270	260.00
					012-311-0560-4600	1,235.00
Total :						15,080.00
202772	9/6/2016	103716 WORKBOOT WAREHOUSE	1-32082		SAFETY WORK BOOTS	

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08/31/2016 11:12:46AM

Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
202772	9/6/2016	103716 WORKBOOT WAREHOUSE	(Continued)		043-390-0000-4310	116.74
					Total :	116.74
202773	9/6/2016	889467 YOUNGBLOOD & ASSOCIATES	2303A		POLYGRAPH EXAM	
					001-222-0000-4260	200.00
					Total :	200.00
202774	9/6/2016	891919 ZWICKER, STEPHEN	07/12/16 - 08/18/16		EXERCISE INSTRUCTOR (MOVIN & GR	
					017-420-1322-4260	600.00
					Total :	600.00
169	Vouchers for bank code : bank3				Bank total :	912,676.20
169	Vouchers in this report				Total vouchers :	912,676.20

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Chris Marcarello, Deputy City Manager/Public Works Director

Date: September 6, 2016

Subject: Approval of Professional Services Agreements for On-Call Traffic Signal Maintenance Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the Professional Services Agreement (PSA) (Attachment "A" – Contract No. 1835) with Siemens to provide as-needed, on-call traffic signal and lighting maintenance services; and
- b. Authorize the City Manager to execute the agreement.

BACKGROUND:

The City utilizes professional maintenance services firms in support of routine and specialized traffic signal and lighting maintenance functions. Maintenance of traffic signals and lighting includes a monthly/routine maintenance program, troubleshooting, and emergency response in support of the City's Public Works staff members. The attached on-call PSA does not commit the City to expending a specified amount for maintenance services. Services will be performed based on necessity and budget constraints. Funding is provided through several sources, including transportation funds, grant funds, gas tax funds, and street lighting district funds, among others.

ANALYSIS:

On-call agreements allow staff to retain specialized services that are regularly needed for various City projects. Fees for these services are set for a specific period of time and are typically adjusted annually to account for changes in the Consumer Price Index. Many cities utilize these types of agreements to help supplement City staff with additional expertise on projects or specialized services. A formal Request for Proposals (RFP) document was publicized

Approval of Professional Services Agreements for On-Call Traffic Signal Maintenance Services

Page 2 of 2

and the City received one (1) response through this process (Attachment "B"). Based on this response, staff has conducted a review of the proposal and determined that the firm meets the qualification requirements as specified in the RFP. The proposed term for the on-call services agreement is for three (3) years, with a City option to extend for an additional two (2) years.

The City's operating and capital improvement program budgets include several planned projects that will require specialized assistance with lighting and traffic signal improvements. On-call agreements allow staff to streamline the contracting process and expedite project delivery for projects. Prequalified consultants also allow staff to access competitive rates for professional services.

City Council approval of this item will authorize staff to utilize the prequalified firm to obtain specific project proposals for related services. Costs related to these services will then be charged directly to specific project accounts (i.e. street resurfacing, utility installation, traffic signal installation, etc.). For recurring functions the City will use hourly rate schedules in order to ensure prompt and efficient service delivery.

BUDGET IMPACT:

Costs for professional services will be based on the attached hourly rate schedules provided by the consultant. Any scope of work under this on-call agreement will be negotiated with staff depending on type of services provided and service duration, among other components. This on-call agreement does not commit the City to expending a specified amount for services. Services will be performed based on necessity and budget constraints. Funding is provided through several sources, including transportation funds, grant funds, gas tax funds, and enterprise funds, among others.

CONCLUSION:

It is recommended that the City Council approve the on-call services agreement with Siemens for up to a five (5) year period and authorize the City Manager to execute the agreement.

ATTACHMENTS:

- A. Draft Contract No. 1835
- B. Siemens Proposal

ATTACHMENT "A"
CONTRACT NO. 1835



2016
PROFESSIONAL SERVICES AGREEMENT
 On-Call Traffic Signal Maintenance Services
 Siemens

THIS 2016 PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 6th day of September 2016 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and Siemens (hereinafter, "CONSULTANT"). The capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" shall refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY, pursuant to California Government Code Sections 37103 and 53060, is authorized and empowered to contract with any specially trained and experienced firm or corporation for special services and advice on financial, economic, accounting, engineering, legal or administrative matters; and

WHEREAS, CITY's in-house personnel are not able to provide the types of specialized consulting services required under this engagement; and

WHEREAS, CITY require the performance of on-call traffic signal maintenance services in connection with ongoing public works operational activities; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees and subcontractors; and

If Contract Approved by City Council Use this Recital:

WHEREAS, the execution of this Agreement was approved by the City Council in accordance with the CITY's procurement and purchasing procedures at the City Council's meeting of September 6, 2016 under Agenda Item _____ ; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONSULTANT AGREE AS FOLLOWS:

I.

SCOPE AND PROSECUTION OF WORK; COMPENSATION

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain proposal entitled Proposal to Provide On-Call Traffic Signal Maintenance Services and dated as of July 2016 which is attached and incorporated hereto **Exhibit "A"** (hereinafter the "Scope of Work"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement,

below. Neither CONSULTANT nor anyone acting on CONSULTANT's behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed").

1.2 TERM:

- A. This Agreement shall have a term of three (3) years commencing from the **6th of September, 2016** (hereinafter, the "Initial Term").

[EXAMPLE #2: Upon the expiration of the Initial Term, this Agreement shall renew automatically for a maximum of two (2) years extension terms, unless, prior to the expiration of the Initial Term or any subsequent extension term, either Party issues written notice to the other expressing its desire not to extend the Agreement. In the event CONSULTANT does not desire to extend the Agreement, CONSULTANT's notice of intent not to extend the Agreement shall be delivered to CITY no less than sixty (60) calendar days prior to the expiration of the Initial Term or any subsequent extension term.

- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION AND COMPENSATION CONTROLS:

- A. CONSULTANT shall perform and complete all of the services and tasks set forth under the Scope of Work at the rates of compensation set forth in that certain compensation schedule set forth under **[page XX/Section XX]** of the Scope of Work under the heading "_____ " (hereinafter, the "Compensation Schedule"). CONSULTANT shall also receive reimbursement for those pass-through costs and expenses specifically identified in the Compensation Schedule as being reimbursable pass-through costs, except that any such costs which are anticipated to be in excess of \$500.00 shall require the prior written approval of the General Manager or designee before they are incurred. For purposes of this Agreement, those pass-through costs or expenses identified as being reimbursable under the Compensation Schedule may hereinafter be referred to as "Reimbursable Costs". CONSULTANT shall provide copies of receipts and invoices corroborating all costs or expenses, including Reimbursable Costs, indicated in CONSULTANT's monthly invoice or statement. CITY shall be under no obligation to reimburse CONSULTANT for unsubstantiated costs or expenses.

- B. Subsection (A) of this Section notwithstanding, in no event may CONSULTANT's total compensation for the performance and completion of the Work exceed the aggregate sum of _____ Dollars (\$_____)**[EXAMPLE #1:** ...per month during the Initial Term or any subsequent extension term (hereinafter, the "Monthly Not-to-Exceed Sum").] **[EXAMPLE #2** ...during any single fiscal year (hereinafter, the "Annual Not-to Exceed Sum").] **[EXAMPLE #3:** during the entire Initial Term of the Agreement or during any single extension term ("Contract Price).]

- C. In so far as CONSULTANT seeks reimbursement for costs and expenses other than those that qualify as Reimbursable Expenses, such costs or expenses shall be deducted against the **[Monthly Not-to-Exceed Sum? Annual Not-to-Exceed Sum? Contract Price?.]**

1.4 PAYMENT OF COMPENSATION:

- A. CITY shall compensate CONSULTANT on a monthly basis as tasks are performed and the Work is completed to the reasonable satisfaction of CITY. Following the conclusion of each month during the Initial Term of this Agreement or any extension term, CONSULTANT shall submit to CITY a monthly itemized invoice or statement identifying the tasks performed, hours of service rendered and reimbursable pass-through costs incurred by CONSULTANT and its various employees during the recently concluded month.
- B. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed charges, costs or expenses included in the invoice. Within forty-five (45) calendar days of receipt of

each invoice, CITY shall pay all undisputed charges, costs and expenses indicated in CONSULTANT's monthly invoice.

C. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

A. At any time during the term of this Agreement, CITY may request that CONSULTANT perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any additional work, services or tasks not set forth in the Scope of Work but later determined by CITY to be necessary. CONSULTANT shall not undertake nor shall CONSULTANT be entitled to compensation for Extra Work without the prior written authorization of the CITY. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.

B. Payments for any Extra Work shall be made to CONSULTANT on a time-and-materials basis using CONSULTANT's standard fee schedule.

1.6 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates Public Works Director (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.

2.2 CONSULTANT'S REPRESENTATIVE: CONSULTANT hereby designates [Insert Name and Title of Person who will be Representing Consultant in the Performance and Administration of this Agreement] to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). CONSULTANT's Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Work, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant's Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all work skillfully, competently and to the highest standards applicable to the CONSULTANT's profession;
- B. CONSULTANT shall perform all work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited to CONSULTANT's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 CONTROL AND PAYMENT OF SUBORDINATES: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent performance under this Agreement or result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONSULTANT shall be responsible for all reports

and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

- 2.7 REMOVAL OF EMPLOYEE OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the CITY such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances governing or affecting the performance of the Work.
- 2.9 SAFETY: CONSULTANT shall perform its work so as to avoid injury or damage to any person or property. In performing the Work, CONSULTANT shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed.
- 2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11 INDEPENDENT CONTRACTOR: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the supervision of its employees, agents, contractors, subcontractors and subconsultants and for the negligent acts and/or omissions of the same. All persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: As more specifically set forth below under this Article, CONSULTANT agrees that it shall procure and maintain throughout the Initial Term of this Agreement and any extension term (or for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. CONSULTANT shall also procure and maintain such other types of insurance as may be required under this Article, below. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT has provided evidence satisfactory to CITY that it has procured all insurance required under this Article.
- 3.2 REQUIRED COVERAGES: CONSULTANT agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or equivalent). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability and Two Million Dollars (\$2,000,000.00) in the aggregate.

- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: CONSULTANT shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
- D. Professional Liability Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.

3.3 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, the City Council and CITY's elected and appointed officials, officers, employees, agents and volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the CITY's financial well-being. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. CITY shall not, and shall be under no obligation to, issue a Notice to Proceed until CONSULTANT fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon CITY.

3.8 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONSULTANT fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: (i) Order CONSULTANT to stop any and all work under this Agreement or withhold any payment, which becomes due to CONSULTANT hereunder, or both stop work and withhold any

payment, until CONSULTANT demonstrates compliance with the requirements hereof; or (ii) terminate this Agreement. CITY's exercise of any of the foregoing remedies, shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CONSULTANT's to failure to comply with the insurance requirements set forth under this Article.

- 3.9 **SUBCONTRACTORS INSURANCE COVERAGE:** CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.
- 3.10 **NO LIMITATION ON LIABILITY:** CONSULTANT's procurement of insurance shall not be construed as a limitation of CONSULTANT's liability or as full performance of CONSULTANT's indemnification duties set forth under Article V of this Agreement.

IV. INDEMNIFICATION

4.1 The Parties agree that City and City's engineer, elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect the City as set forth herein.

4.2 To the fullest extent permitted by law, the Consultant shall (i) immediately defend and (ii) indemnify and hold harmless the City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. The parties understand and agree that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees incurred by legal counsel of City's choosing; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.3 The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, City and its engineer, elected and appointed officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns, immediately upon tender to City of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

4.4 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under

this Article and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.5 The obligations of Consultant under this Article will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's engineer, elected and appointed officials, officers, employees, agents and volunteers.

4.6 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's engineer, elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

4.7 The City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving written notice to CONSULTANT at least five (5) calendar days prior to the effective date of such termination for convenience. Upon termination for convenience, CONSULTANT shall be compensated only for the Work which has been adequately rendered to CITY up to the effective date of the termination, and CONSULTANT shall be entitled to no further compensation. CONSULTANT may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, Work similar to those terminated.

5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If CONSULTANT is in breach (whether or not such breach is caused by CONSULTANT or CONSULTANT's officials, officers, employees, agents, contractors, subcontractors or subconsultants, CITY may, in its sole and absolute discretion (and without obligation), terminate this Agreement immediately upon the issuance written notice of termination on the grounds of breach (a "Breach-Termination Notice") which notice shall specify the effective date of such termination for cause. CITY's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies CITY may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.

- 5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, studies, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored on paper, digitally, magnetically and/or electronically. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidentially by CONSULTANT. Such materials shall not, without the prior written consent of CITY, be used by CONSULTANT for any purposes other than the performance of the Work. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

[Name, Address, Phone, Fax, and other relevant contact information for Consultant]

CITY:

City of San Fernando
Public Works Department
117 Macneil Street
San Fernando, CA 91340
Tel: (818) 898-1222

Such notices shall be deemed effective when (i) personally delivered; (ii) successfully transmitted by facsimile as evidenced by a fax confirmation slip; (iii) when successfully transmitted and received via electronic mail at any of the e-mail addresses listed above; or (iv) when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.4 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.5 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without

limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.6 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other consultants in connection with the various projects worked upon by CONSULTANT.

6.7 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.8 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.9 FORCE MAJEURE: Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

6.10 GOVERNING LAW; VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in two (2) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to CONSULTANT and the other shall be retained by CITY. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

[SIGNATURE PAGE TO FOLLOW]

AS OF THE DATE FIRST WRITTEN ABOVE, the Parties evidence their agreement to the terms of this Agreement by signing below:

CITY:

City of San Fernando

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
City Attorney**CONSULTANT:**

Siemens

By: _____

Print: _____

Title: _____

DRAFT

EXHIBIT "A"
[SCOPE OF WORK]

DRAFT

SIEMENS

Helping Our Communities Become Vibrant,
Growing & Green



CITY OF SAN FERNANDO

PROPOSAL FOR EMERGENCY REPAIRS AND ADDITIONAL MAINTENANCE SERVICES

SIEMENS

August 4th, 2016

City of San Fernando
Attn: Nazri Hasbun,
Public Works Superintendent
117 Macneil Street
San Fernando, CA 91340

RE: Request for Proposals (RFP) for Traffic Signal Annual Maintenance & Repair Services.

Dear Mr. Hasbun,

Siemens ITS would like to express our appreciation for the opportunity to participate in the proposal process for providing emergency response and repair services for the City's traffic signal and street lighting systems. The prices and terms stated in our proposal package will remain in effect for 90 calendar days from the date of submission, August 4th, 2016.

Siemens provides leading edge traffic technology for the fast-paced Intelligent Transportation Systems world. Whether providing maintenance services, local controllers, controller firmware, central systems, system analysis, design, or integration, Siemens brings innovative and reliable solutions to customers.

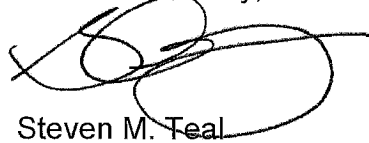
Siemens has a long history of providing routine and around-the-clock emergency maintenance, traffic engineering and design/build transportation improvements. We provide a complete range of services to address a customer's solution and service lifecycle requirements, including: engineering, consulting, installation and commissioning, maintenance, repair and other value added services.

We are an industry leader in maintenance services, energy efficiency retrofitting, advanced technology implementations, and service upgrades of traffic signal and streetlight systems. We pride ourselves on delivering personalized customer service and rapid response times through our experienced team.

Siemens takes pride in providing complete solutions to all maintenance customers. Providing knowledgeable/ qualified personnel, rapid response times and innovation are priorities of our organization. We look forward to serving the needs of the City of San Fernando and thank you in advance for your consideration. During the evaluation, if the City should have any inquiries regarding this proposal please, feel free to contact us anytime.

Respectfully,

Siemens Industry, Inc.



Steven M. Teal
Director of Services
(714) 497-5043
Steven.teal@siemens.com

Siemens Industry, Inc.



Michael J. Hutchens
Area Operations Manager
(714) 448-6943
michael.hutchens@Siemens.com

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Understanding of the Scope of Services

Siemens ITS is pleased to offer this proposal to provide traffic signal and street light emergency repairs and additional maintenance services for a three-year term with two optional one-year extensions, commencing in fiscal year 2016-2017.

Our team of highly qualified traffic signal and street lighting technicians will augment the City's maintenance team and provide various services which include, but is not limited to, emergency callout services, power outages, knockdowns, component failures, traffic signal upgrades and modifications.

Siemens has a dedicated 24 hour support line for repair and maintenance, **1-800-229-6090**. Because our technicians take their (fully stocked) bucket trucks home and typically live in or around the area they service, the response time of one (1) hour is easily achievable. This service will be provided 24 hours a day, 7 days a week, and 365 days a year, with typical response time under normal circumstances being within 1 hour.

Our extraordinary and emergency response services includes, but not limited to, the following services:

- Repair or replacement of downed signal heads, poles, signal on flash, signal blackout, burned out lamps, damaged controller and cabinet, damaged illuminated street name signs, damaged inductive loops, sensing elements, pedestrian push buttons, electroliers, pedestrian signal heads, wiring, and other operational equipment related issues.
- We will provide inspection services for traffic signal and street lighting projects constructed by others.
- Perform overhead maintenance on safety lighting, traffic signals, street name and regulatory signs, video detection cameras and Opticom systems.
- Provide support for underground maintenance including conduit repair or replacement, wire inspection and installation; interconnect installation.
- USA Dig Alert – Locating services using in house locators.
 - Siemens will respond to all Underground Service Alert (USA) requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, safety light conduits, and other appurtenant equipment which might conflict with other right-of-way construction or repairs. Our technicians are equipped and certified with the proper locating devices provided by Metrotech.
- Assist the City with signal phasing, timing and coordination plans. The City shall have ultimate responsibility and will need to approve any timing changes prior to implementation. Any changes related to signal phasing, timing, or other modification of the signals shall be initialed or approved in writing by the City Engineer or other authorized engineering representative prior to Siemens implementing the change.
- Assisting the City for special events or for City construction projects, as necessary to implement revised traffic signal timing and phasing for changed traffic conditions. If requested, prepare punch list items and follow through with City representative to ensure a successful completion.

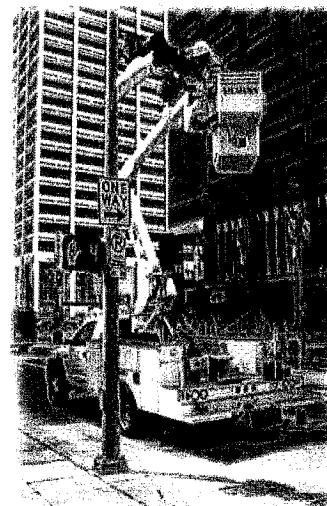
- Traffic signal upgrades and modification services. Any signal upgrades will require approval in writing by the City Engineer or other authorized engineering representative prior to Siemens implementing the upgrade.
- Repair, replace or otherwise render in good working order any and all defective parts of the traffic signal equipment with like make and model parts. Whenever equipment is removed, the City representative will be notified within twenty-four (24) hours.
- Siemens technicians will be equipped with various types of industry equipment including Nema, Caltrans (170/332), and TS2 certified equipment. We fully stock our bucket trucks with signal controllers, power supply, conflict monitors/malfunction monitors, relays, load switches, detectors (rack and shelf mount), BIU's, various video detection system cameras and processors, signal heads, pedestrian heads, signal framework, LED's, luminaries, and many more required parts.

Siemens will notify the City prior to any traffic signal deactivations that may be necessary to provide the required services. Traffic signal shut downs will not be scheduled without the approval of an authorized representative of the City. Also, Siemens will not proceed with any extraordinary repairs without authorization from the City, unless it is a matter of safety.

Methodology and Work Plan

It is always the goal of Siemens ITS to hone our service around a Customer's needs. We understand that throughout the term of a contract of this type, those needs may change. We approach all of our contracts with the same vision; build a partnership with the City's staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever evolving process and that is why we believe that the only successful route is through establishing these common goals. This methodology and a commitment to service will be applied to every aspect of our services for the City of San Fernando.

Siemens will provide extraordinary services such as scheduled repairs, emergency response repairs and technical support services to the City's traffic signal and street lighting systems in accordance with the manual on uniform traffic control devices (MUTCD), the City's requirements and as listed below.



Siemens will assign one primary IMSA certified Level III traffic signal technician to respond to service calls during normal business hours. We will also assign a secondary IMSA Level III traffic signal technician to provide back up support in the event the primary technician is unavailable (i.e. vacation, sick days, jury duty, etc.). Siemens has six (6) certified traffic signal technicians (including primary and secondary techs) and two (2) certified lighting technicians assigned to the Los Angeles County area that will provide a 24-hour call service for unscheduled work and emergencies, as outlined in the City's RFP. The primary technician will be responsible for responding to calls within normal business hours. Technicians responding to call outs outside of normal business hours will be qualified and at least an IMSA Level II certified technician. Each technician in the area (including your primary technician) will be

involved in the weekly call rotation which starts Monday at 7:30am and ends the following Monday at 7:30am.

Emergency response call outs and unscheduled repairs are initiated by calling our toll free emergency phone number **1-800-229-6090** (this will be a live dispatcher 24 hours a day, 7 days a week). Our dispatcher will gather all pertinent information and create a work order in our visual planning board. Once the work order is released by our dispatcher it will immediately transfer to our technicians queue on their android device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that he/she is in receipt of the call out/service order. Once your Siemens technician arrives to the location, they will assess reported complaints and repair or replace the needed components in order to restore the signalized intersection or street light to its original operating condition. At the time of completion, the technician will contact the caller and inform them of the repair actions. All orders/call outs are also completed in our management system and is available at our web based customer portal in real time.

Optional Services

- Routine Preventative Maintenance: Siemens can also implement a routine preventative maintenance program on a monthly, quarterly, semi-annual or annual basis. This service will reduce the incidence of malfunctions, reduce complaints, promote safety, and proactively extend the longevity of the traffic control equipment, thus reducing the overall operating cost for the City's traffic signal system.

- Conflict Monitor Testing: Siemens can test Conflict Monitor Units (CMU) and Malfunction Management Units (MMU) at all traffic signals. All testing is performed using an ATSI PCMT 8000 Conflict Monitor (CMU) and Malfunction Monitor (MMU) Test and Certification Unit. The printed CMU/MMU test report will include the following information: Report header with type of monitor tested and date tested; agency identification; monitor identification including manufacturer, model, and serial number; related test information including operator, test site, and intersection location; and monitor verification with a description of type of tests performed and conditions found (i.e. failure or non-failure). This testing is included in the lump sum bid price per intersection.

Experience and Qualifications of Firm

History of Siemens

Siemens AG (Berlin and Munich) is a global powerhouse in electronics and electrical engineering, operating in the industry, energy and healthcare sectors. Siemens entered the traffic industry market in 1924 with the implementation of the first signal system with red, yellow and green in Berlin, Germany. Innovation continued when Siemens introduced the first centrally controlled light signal system in 1926 and a tradition of developing ground-breaking technology in the traffic industry began. With its many years of presence in the world markets, Siemens Traffic Solutions possesses extensive international know-how and proven technical platforms in the areas of traffic management and guidance systems.

Siemens entered the US transportation market in 1995 through the acquisition of two industry leaders in the United States; Eagle Traffic Control Products and Gardner Transportation

Systems. In 2010 Siemens acquired Republic ITS, a U.S. leader in traffic signal and street light maintenance services in order to enhance its presence in the intelligent traffic solutions (ITS) market in the USA. With these business acquisitions, along with our extensive dealer network, Siemens Intelligent Traffic Solutions (ITS) business unit has the ability to solve traffic problems throughout the country and around the world.

Siemens has worked to create competitive advantages for its customers, providing answers to life's questions that resonate around the world. A history of innovation and tradition for over 160 years, Siemens has a proven record of bringing innovative and reliable solutions to customers. Siemens provides answers to the challenges of growing global population, urbanization, and climate change and resource conservation through the development of closely networked transport and information systems.

Corporation Information

Siemens Industry, Inc. is a corporation, incorporated in the State of Delaware on October 1, 2009. Siemens Intelligent Traffic Solutions (ITS) is a business unit within Siemens Industry, Inc. a subsidiary member of the Siemens AG corporate group, a multinational, multi-billion dollar company listed on the New York Stock Exchange. Our federal tax employer I.D. number is 13-2762488.

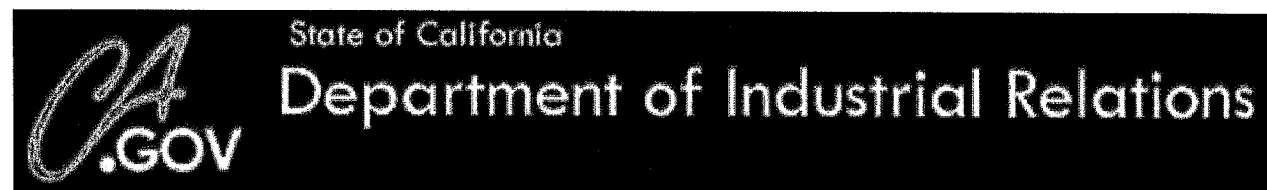
Contractor's license

Siemens is Class A, Class B, C-7, C-16, and C-10 licensed contractor in the State of California. The Siemens Industry, Inc. State of California Contractor's License number is **758796** and has an Expiration Date of February 28th, 2017.

All details can be viewed at:



Siemens Industry, Inc. is also registered to work on Public Work contracts with the Department of Industrial Relations (DIR).



Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	SIEMENS INDUSTRY, INC.	1000002447	ALAMEDA	HAYWARD	05/03/2016	06/30/2017

Offices

If selected, field technicians will be dispatched from of our Riverside office:

Siemens ITS' Orange Office

Contract Administration, Dispatch Center
2200 W. Orangewood Ave, Suite 210
Orange, CA 92868
Phone (714) 456-9902
Fax (714) 456-9905

Siemens ITS' Los Angeles Warehouse

large inventory items and other equipment
14725 E. Northam St.
La Mirada, CA 90631
Phone (714) 690-4541
Fax (714) 456-9905

Our La Mirada facility is centrally located near the intersection of the 5 and 91 freeways. The local warehouse stocks more than one million dollars in inventory including controllers, cabinets, signals luminaires and all necessary ancillary devices. This location can be easily accessed as a main source of available inventory that is readily available.

Our Riverside facility houses our test and repair lab which has been widely used by numerous agencies throughout the years as an independent test and certification facility for cabinets and equipment.

Other Local Siemens ITS Facilities:

Siemens ITS' Riverside Office

Support Staff available
2250 Business Way
Riverside, CA 92501
Phone (951)784-6600
Fax (951) 784-6700

Siemens ITS' San Diego, CA Office

Support Staff available
1820 John Towers Ave., Suite A
El Cajon, CA 92020
Phone (619) 562-1104
Fax (619) 562-1125

Qualifications

At Siemens ITS, our core business is traffic signal and streetlight maintenance and repair services. We have a long history of providing exceptional traffic solutions and services for municipal agencies throughout the United States.

Siemens currently services over 10,000 traffic signalized intersections and 400,000 streetlights under long-term maintenance agreements nationwide. We are dedicated to meeting and exceeding the challenging public safety requirements associated with our industry. Siemens has been in the traffic signal maintenance industry worldwide for over 50 years. Locally, Siemens (formerly Republic ITS & Signal Maintenance, Inc.) has been in business for over 40 years servicing numerous contracts throughout the state of California. Currently, in Southern California alone Siemens maintains intersections for over 115 agencies encompassing over 4,000 locations of various sizes from full function intersections to in-pavement flashing crosswalks and rapid flashing beacons.

Siemens ITS is uniquely qualified to achieve the goals and targets that have been established by the City of San Fernando in this RFP. There are numerous advantages to having Siemens as a partner. Among the most beneficial:

- Siemens ITS has the largest workforce of IMSA level III Certified Traffic Signal Technicians and NEC Certified Electricians in the industry. In addition, Siemens employs a wealth of key construction personnel for major repairs, dedicated utility locators for underground service alert (USA) Dig Alert service, Corning certified fiber optic technicians, and certified test and repair lab technicians.
- Siemens has strategically positioned local field offices with an abundance of inventory and technical resources.
- Siemens is the only local service provider with an in-house test and repair facility located in Riverside, California, where equipment repairs are processed and executed per manufacture and industry standards, by qualified laboratory technicians. Other service providers must rely on third party test facilities or work through the lengthy RMA process directly with the manufacture.
- Our ability to complete entire projects in-house. Although we have many valuable external partners, we do not have to rely on consultants, outside subcontractors, or sourced project management. This improves communication, streamlines work, and eliminates unnecessary costs or delays.
- Siemens is able to partner with numerous manufacturers and distributors to provide leading technologies that will deliver a product that exceeds the City of San Fernando's expectations at an economical rate.
- Being part of a large, multi-national corporation provides Siemens ITS with the ability to finance specific strategic opportunities for our customers.
- ***We give our Customers the access to effectively track progress and manage service orders and the ability to review historical intersection information using our web-based Customer Portal. All technicians wirelessly update the street light and traffic signal database as work is performed making all information available virtually real time.***

In brief, Siemens ITS is focused on delivering what cities need most today, safe, reliable infrastructure solutions that help decrease costs, increase revenue, and have a positive environmental impact for the city and its residents. Whether you choose to commute by foot, bike, car, bus or light rail, Siemens traffic management solutions help you arrive safely, more efficiently and with less impact on the environment.

Resources

Siemens will have available and readily accessible all required tools, equipment, apparatus, facilities, skilled labor services and materials to perform all work necessary to maintain the traffic signal facilities in a workmanlike manner. Are bucket trucks are equipped with spare parts sufficient to return a defective signal to operation following all ordinary and most extraordinary trouble calls. Our technicians will have on-hand, at a minimum, two (2) spare signal controllers and two (2) CMU/MMU's specifically available for the City of San Fernando. Our warehouse and field technicians that will support the City of San Fernando are all permanently stationed in the San Bernardino/Riverside County areas.

Material Inventory

Siemens maintains an extensive inventory of traffic signal and streetlight equipment including controllers, cabinets, load switches, signal heads, poles, LED indications, luminaries (HPS, MH, MV LPS and LED), service enclosures, controller cabinets and other miscellaneous parts. This extensive inventory combined with our vast experience and testing facilities enable Siemens to repair or replace damaged equipment expeditiously and professionally.



Siemens employees will be equipped with all spare parts necessary to place a signal system back in operation for all trouble calls, including sensing devices for induction loop detectors. No permanent or temporary change of controller mechanisms will be done without prior approval of the City except in case of an emergency. Siemens will notify the City that the equipment was removed and replaced with approved spare equipment. Inventory levels are maintained in order to accommodate each individual Customer's needs. Siemens continually monitors and modifies inventory levels as required by current maintenance and repair.

Industry Tools

Siemens owns the following equipment used for various ITS components:

- Two ATSI PCMT 8000 Conflict Monitor (CMU) and Malfunction Monitor (MMU) Test and Certification Unit
- Two ATSI PCMT 2600 Conflict Monitor (CMU) and Malfunction Monitor (MMU) Test and Certification Unit
- Fiber Optic Fusion Splicer w/ Cleaver
- OTDR Tester
- LED lumens Testers/various brands
- Metrotech Underground Locator (USA Dig Alert)

Vehicles and Equipment

Siemens owns and operates approximately 125 service vehicles of various types and sizes in the State of California. More than 75% of those trucks are located in Southern California. To help ensure safety, Siemens uses hydraulic bucket trucks with aerial lifts which are Occupational Safety and Health Administration (OSHA) approved, inspected and certified as required by law. All drivers are trained through the Sentry Program for Insulated Devices. In addition to bucket trucks, Siemens also owns many construction vehicles.

The following vehicles will be available to the City of San Fernando for preventative maintenance and on-call support:

Vehicle #	Driver	Location	Model Year	Make	Model	Type of Vehicle	Condition
57-16426704	Kevin Daxon	Orange	2011	Ford	F450SD	Bucket Truck	Great
6019700986	Francisco Alvarado	Orange	2011	Ford	F550SD	Bucket Truck	Great
57-20910297	Casey Rice	Orange	2012	Ford	F550SD	Bucket Truck	Great
A0116602	Kenneth Radtke	San Diego	2012	Dodge	Ram 5500	Bucket Truck	Great
47-22406943	Colin Landis	Orange	2012	Ford	F550SD	Bucket Truck	Great
57-20910290	Son Le	Orange	2012	Ford	F550SD	Bucket Truck	Great
57-20910295	Jeff Willis	Orange	2012	Ford	F550SD	Bucket Truck	Great
15	Craig Yanes	Orange	2013	Ford	F450SD	Contractor Body	Great
23	Dump Truck	Orange	2005	Ford	F550SD	Dump Truck	Great
26	Hugo Munoz	Orange	2012	Ford	F450SD	Contractor Body	Great
34	Cecil Terry Jr.	Orange	2012	Ford	F550SD	Contractor Body	Great
36	Tim Kosman	San Diego	2012	Ford	F550SD	Contractor Body	Great
37	David Molino	Orange	2012	Ford	F450SD	Contractor Body	Great
41	Loop Truck	Orange	2005	Freightliner	M2 Conventional	Saw Truck	Great
46	Dennis Kyle	Orange	2012	Ford	F250SD XL	Service Body	Great
51	Crane Truck	Orange	2014	Freightliner	108SD Conventional	Crane Truck	Great
60	Chad Newton	Orange	2014	Ford	F450SD	King Cab Service Body	Great
3033	Dump Truck	Orange	2002	GMC	C7500 Topkick	Dump Truck	Great
3045	Crane Truck	Orange	2004	Ford	F750SD	Crane Truck	Great
3052	Michael De La Riva	Orange	2009	Ford	F550SD	Bucket Truck	Great
3054	Tino Gallo	Orange	2010	Ford	Escape Hybrid SUV	Escape (SUV)	Great
3060	Pedro Yanez	Orange	2011	Ford	F950SD	Utility Body	Great
3061	Minh Tran	Orange	2011	Ford	F150 XL	Pickup	Great
3064	Mark Medina	Orange	2011	Ford	Ranger XL	Small Pickup	Great
4716	Billy Eichmann	Orange	2015	Dodge	5500DA 4x4	Bucket Truck	Great
5004	Jeff Pierce	San Diego	2006	Ford	F150 Supercab XLT	Pickup	Great
101CE	Henry Graves	Orange	2014	Dodge	Ram 3500	Pickup Truck	Great
251SZ	Casey Garcia	Orange	2012	Chevrolet	Colorado	Utility Body	Great

Siemens also owns multiple towable arrow boards, towable air compressors, towable changeable message signs, Bobcat with auger & backhoe attachments, all required hand tools, and many other items for maintenance and construction.

Equipment #	Location	Model Year	Make	Type of Equipment
AB311	Orange	2006	Allmand	Towable Arrowboard
AB312	Orange	2006	Allmand	Towable Arrowboard
AB584	Orange	2014	Wanco	Towable Arrowboard
AC311	Orange	2008	Airman DP	Towable Air Compressor
AC313	Orange	1999	Ingersoll Rand	Towable Air Compressor
FL31	Orange	2005	Hyster	S50XM Forklift
M311	Orange	2009	Cimline	Hot Melt Machine
SS311	Orange	2004	Bobcat	Skid Steer Loader
TR311	Orange	2004	Miscellaneous	White Box Trailer MBLT Trailer
TR312	Orange	2007	Miscellaneous	Carrier Trailer
TR314	Orange	2005	Ditch Witch	Ditch Witch ZT9S Trailer
TR315	Orange	2007	Zieman	1170 Tilt Deck Trailer
VAC311	Orange	2009	Ditch Witch 800gal Vacuum Miscellaneous Equipment	Ditch Witch
TR32312	Orange	2008	Miscellaneous Trailer	Cable Trailer
HM34-1	Orange	2009	Crafco	Hot Melt Machine
TR32311	Orange	1998	Miscellaneous Trailer	Individual Conductor (Wire) Trailer
CF5342	Orange	2008	Miscellaneous	Concrete Flat Saw
CC5341	Orange	2008	Miscellaneous	Round Saw

Siemens employees working for the City will be equipped with the necessary communications devices in order to communicate with City employees with ease. Our crews assigned to the City of San Fernando will possess an Android device that will enable them to send, and receive real-time information.

Testing Services

Our laboratories specialize in controller and cabinet system testing and support services including, but not limited to conflict monitor testing and certification. Siemens' local testing facility is located in Riverside, California. Our facility have the ability to test and certify more than five (5) TS-1 or TS-2 Type control cabinet assemblies simultaneously. Our laboratory has all tools and spare parts available to allow our lab technicians to troubleshoot, test and repair typical traffic signal controllers and apparatus as long as it's found to be both economically and time wise beneficial to the City.



Our facilities service all types and brands of traffic signal control equipment including Caltrans Standard, NEMA TS-1 and TS-2 and ITS equipment. Siemens's laboratory personnel include degreed IMSA certified traffic signal technicians and certified Electricians. Our Field technicians perform all traffic signal related tasks with decades of cumulative traffic signal test and repair experience.

Fiber Optic Repair, Installation, Maintenance Services

Siemens has a dedicated fiber optic placement, troubleshooting, and emergency repair team available for the City of Rialto. The team is fully equipped to perform OTDR testing, troubleshooting, fusion splicing, and any documentation needs for the City. Siemens' fiber optic team was responsible for successfully upgrading all CCTV cameras and bringing in the fiber optic infrastructure into the new Caltrans District 8 Traffic Management Center in San Bernardino.

Reports

In addition to our Customer Portal, the City will receive a detailed billing report on or before the 15th day for the prior month. Each invoice will lists the description, response, caller information, and the labor, equipment and materials billed for each location.

TS B - Merrill / Bloomington / Riverside				
Date Completed: Fri, MAR/18/2016 01:00		Work Order #: 5002764108 Debit Memo Req. 3801177197		
Description: NEC POLE KD * CALLER: PD		Response: REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LEDS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLOW UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.		
Item:	Qty and Unit Cost		Extra Charges	Routine Maint.
ELECTRICIAN (RT)	12.000	H @ per H	\$	\$ 0.00
ELECTRICIAN (OT)	8.000	H @ per H	\$	\$ 0.00
ELECTRICIAN (PT)	6.000	H @ per H	\$	\$ 0.00
SERVICE BUCKET TRUCK	26.000	H @ per H	\$	\$ 0.00
MATERIALS	1	PC @ per PC	\$	\$ 0.00
Visit Total			\$	\$ 0.00
Total			\$	\$ 0.00


Intersection Records

We will maintain permanent service records at each signalized intersection documenting all preventative maintenance visits, as well as all ongoing work, operations and hardware malfunctions, repairs and configuration work. An example of our cabinet log (intersection record) is below:

[illegible]

Customer Portal (Traffic Signal Service Management System)

Another form of communication is our web-based management system where our technicians transmit all service information in real time.



Welcome to Siemens IC MOL RCM CB
Customer Access Portal

Please log in with your Login ID and password.

Login ID: *

Password: *

Need assistance? Please [contact us](#).

Customer Access Portal - News

If you are using Internet Explorer 10, please switch to compatibility mode by pressing the little icon next to the URL. Only to make sure, that the application is running properly.

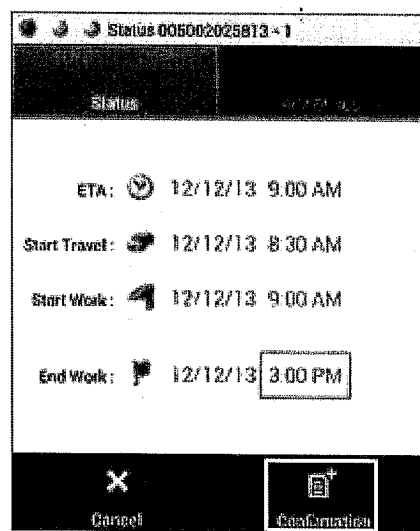
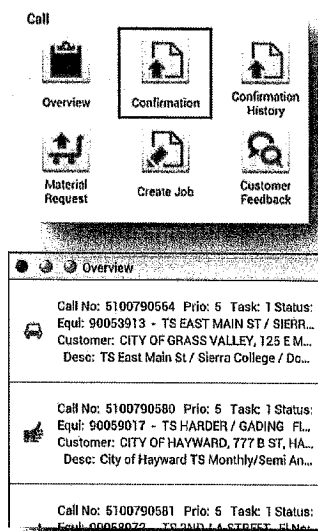
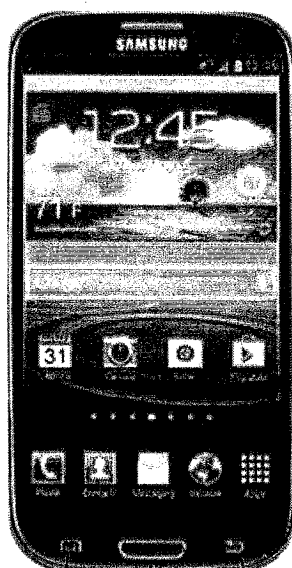
The Siemens Customer Service Portal allows customers to:

- List of assets (functional locations) incl. defined equipment structure
- Asset map, incl. Google Street View application
- Real-time status of scheduled maintenance
- Real-time status of service request calls
- History per functional location
- Overall historical maintenance and repair data
- Real-time equipment inventories, maps, event reporting
- Digital photographs (status of equipment) via sep. reporting if necessary

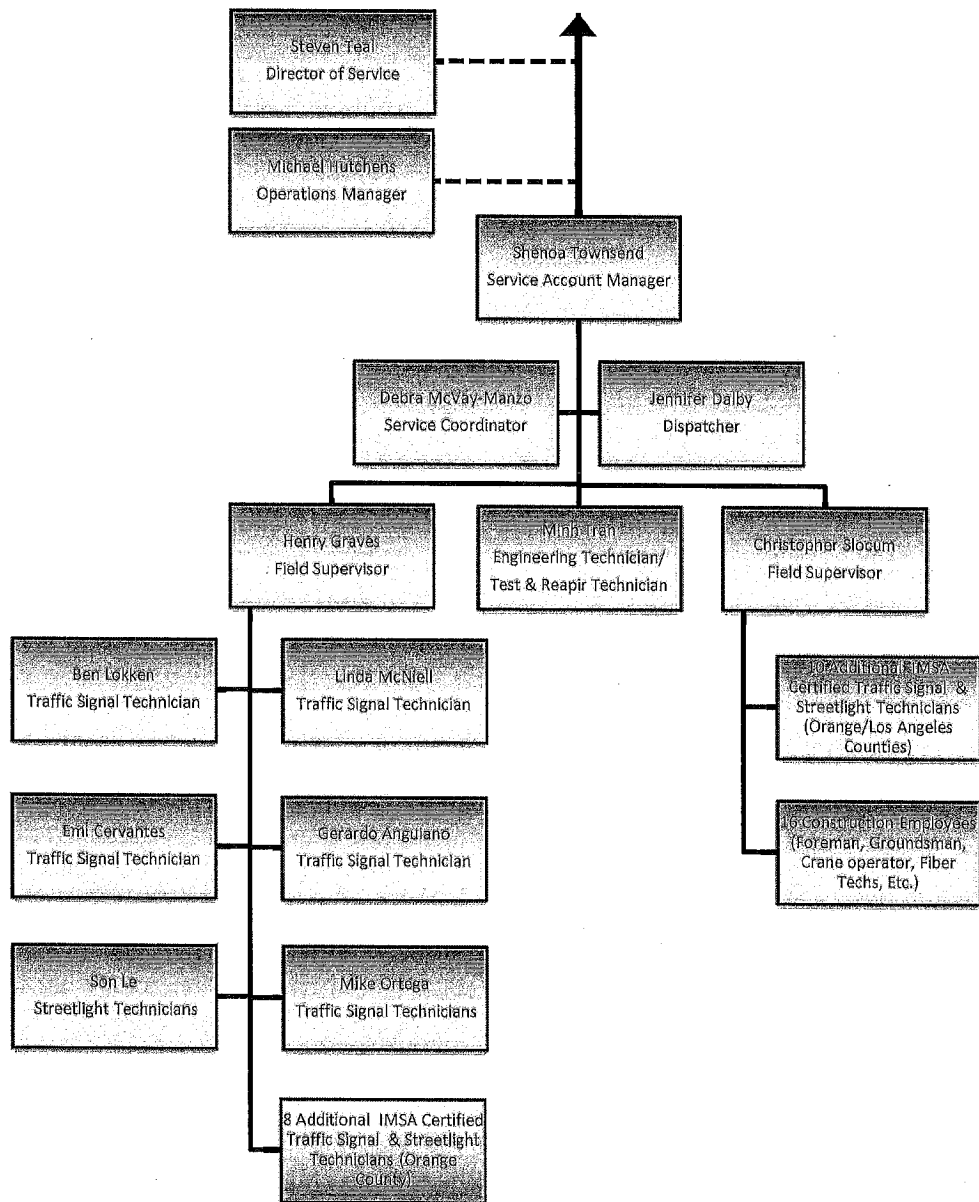
Siemens recognizes that speed, efficiency, and comprehensive service are the keys to customer satisfaction in our industry. With this in mind, we are constantly seeking innovative ways to improve our service delivery. We have developed an in-house suite of applications that represent what we believe to be the forefront of customer account management and maintenance tracking in our industry.

Siemens utilizes a proprietary management system that we refer to as M-Companion. This software is used to dispatch work orders and to track the progress of all work. Our technicians are now transmitting service response items (preventative maintenance, emergency calls, scheduled extraordinary repairs, etc.) in real-time back to our traffic signal maintenance and management system using a handheld device. This allows our customers to view all work orders in real time through our Customer Portal. This software also allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used. This information is then pulled into our internal processing system which features a secure web portal that the City can access in order to obtain progress on technician work for call outs and maintenance activities as well as a list of assets, asset map, real-time status of scheduled maintenance and service request calls, history per functional location, real-time equipment inventories, maps and event reporting as well as digital photographs of equipment. Detailed training of our management system is available anytime.

Technician Application (M-Companion)





Key Personnel







Resumes and Qualifications of Key Personnel



If selected, Shenoa Townsend will be the Account Manager serving the City of San Fernando. Shenoa, her service coordinator, Debra McVay-Manzo, and the area supervisor, Henry Graves, will be responsible for maintaining communication with the City regarding daily operation and maintenance of all traffic signal equipment. Our account management team as well as our field staff will work closely with you and your team in order to ensure that all of your requests are being effectively addressed. We make every effort to make certain that the City's staff is always aware of issues that are in need of attention.



Contract Execution Team

	<p>Gerardo Anguiano, Traffic Signal Technician Gerardo has over 15 years experience in traffic signal maintenance, with extensive experience on all types of systems. He is extremely knowledgeable with video detection, telemetry, communications and all other aspects of traffic signal and streetlight maintenance as well as troubleshooting.</p>
<p>Experience:</p> <ul style="list-style-type: none"> - Traffic Signal Technician, Siemens Industry, Inc. - 2010 to Present - Traffic Signal Technician, Republic ITS - 2007 to 2010 <i>(acquired by Siemens Industry in 2010)</i> - Traffic Signal Technician, Signal Maintenance - 2001 to 2004 <i>(acquired by Republic in 2004)</i> 	<p> Your Partner in PUBLIC SAFETY</p> <ul style="list-style-type: none"> - IMSA Work Zone Safety - IMSA Level I, II, III Certified Traffic Signal Technician <p>Other Industry Certifications:</p> <ul style="list-style-type: none"> - NEC Certified <ul style="list-style-type: none"> ▪ Cert. No. E-114965-G ▪ Expires 05/25/2018 - AA, Electronics, ITT Technical Institute - Econolite ASC3 Controller Certified - Econolite Autoscope Certified - Bucket Truck Certified - ATSI CMU/MMU Test Equipment Certified


	<p>Micheal Ortega, Traffic Signal Technician Mike has 15 years experience with all facets of traffic signal maintenance and repair. He is extremely knowledgeable with all traffic signal control equipment, specifically 170/2070 controllers and BiTrans /LACO software systems. Mike also has a vast understanding of the field elements such as traffic signal wiring, loop detection, video detection, emergency vehicle and railroad preemption, etc.</p>
<p>Experience:</p> <ul style="list-style-type: none"> - Traffic Signal Technician, Siemens Industry, Inc. - 2010 to Present - Traffic Signal Technician, Republic ITS - 2007 to 2010 <i>(acquired by Siemens Industry in 2010)</i> - Traffic Signal Technician, Signal Maintenance - 2001 to 2004 <i>(acquired by Republic in 2004)</i> 	<p> Your Partner in PUBLIC SAFETY</p> <ul style="list-style-type: none"> - IMSA Work Zone Safety - IMSA Level I, II, III Certified Traffic Signal Technician <p>Other Industry Certifications:</p> <ul style="list-style-type: none"> - Bucket Truck Certified - ATSI CMU/MMU Test Equipment Certified

	<p>Emigdio "Emi" Cervantes, Traffic Signal Technician Emi has over 10 years experience with all aspects of traffic signal and streetlight maintenance and repair. Emi is proficient with all video detection systems, communication technology, and all other aspects of traffic signal and streetlight maintenance and troubleshooting.</p>
<p>Experience:</p> <ul style="list-style-type: none"> - Traffic Signal Technician, Siemens Industry, Inc. - 2010 to Present - Traffic Signal Technician, Republic ITS - 2005 to 2010 <i>(acquired by Siemens Industry in 2010)</i> - Traffic Signal Technician, Team Econolite - 2003 to 2005 	<p> Your Partner in PUBLIC SAFETY</p> <ul style="list-style-type: none"> - IMSA Work Zone Safety - IMSA Level I, II, III Certified Traffic Signal Technician <p>Other Industry Certifications:</p> <ul style="list-style-type: none"> - NEC Certified <ul style="list-style-type: none"> ▪ Cert. No. E-133519-G ▪ Expires 07/02/2019 - Bucket Truck Certified - Econolite ASC3 Controller Certified - Econolite Autoscope Certified - ATSI CMU/MMU Test Equipment Certified



	<p>Linda McNiell, Traffic Signal Technician Linda has over 25 years of experience in traffic signal maintenance, with extensive experience on all types of traffic signal systems. She has extensive knowledge of all aspects of traffic signal maintenance, troubleshooting and repair.</p>
<p>Experience:</p> <ul style="list-style-type: none"> - Traffic Signal Technician, Siemens Industry, Inc. - 2010 to Present - Traffic Signal Technician, Republic ITS - 2004 to 2010 <i>(acquired by Siemens Industry in 2010)</i> - Traffic Signal Technician, Signal Maintenance - 1996 to 2004 <i>(acquired by Republic in 2004)</i> - Traffic Signal Technician, Superior Signal Service, 1991 to 1996 	 <p>IMSA Your Partner in PUBLIC SAFETY</p> <ul style="list-style-type: none"> - IMSA Work Zone Safety - IMSA Level I, II, III Certified Traffic Signal Technician <p>Other Industry Certifications:</p> <ul style="list-style-type: none"> - NEC Certified - Bucket Truck Certified - ATSI CMU/MMU Test Equipment Certified

	<p>Ben Lokken, Traffic Signal Technician Ben has over 14 years experience in traffic signal maintenance, with extensive experience on 170E controllers and other various traffic control devices used in the City of San Fernando. traffic signal wiring, loop detection, video detection, emergency vehicle and railroad preemption, etc.</p>
<p>Experience:</p> <ul style="list-style-type: none"> - Traffic Signal Technician, Siemens Industry, Inc. - 2010 to Present - Traffic Signal Technician, Republic ITS - 2005 to 2010 <i>(acquired by Siemens Industry in 2010)</i> - Traffic Signal Technician, Santa Barbara County - 2002 to 2005 	 <p>IMSA Your Partner in PUBLIC SAFETY</p> <ul style="list-style-type: none"> - IMSA Work Zone Safety - IMSA Level I, II, III Certified Traffic Signal Technician <p>Other Industry Certifications:</p> <ul style="list-style-type: none"> - Bucket Truck Certified - ATSI CMU/MMU Test Equipment Certified

Contract Management Team

	<p>Shenoa Townsend, Service Account Manager Shenoa has 11 years of experience with service coordinating and contract management related to traffic signal and streetlight maintenance. She has served as Service Coordinator, Senior Service Account Coordinator and now Service Account Manager. Shenoa is accountable for the overall contract performance in the Los Angeles and Ventura County areas, manages 8 field employees and will be responsible for the overall contract performance and day to day correspondence for this contract. If selected, Shenoa will be directly responsible for administering the contract and ensuring all maintenance activities are performed in line with the City's scope of work. Shenoa will be the first point of contact and can assist with all inquiries pertaining to the entire agreement.</p>
<p>Experience:</p> <ul style="list-style-type: none"> - Service Account Manager, Siemens Industry, Inc. - 2015 to Present - Senior Service Account Coordinator, Siemens Industry, Inc. - 2012 to 2015 - Jr. Project Manager, Republic ITS - 2008 to 2012 <i>(acquired by Siemens in 2010)</i> - Service Coordinator, Republic ITS - 2005 to 2008 	<p>Other Industry Certifications:</p> <ul style="list-style-type: none"> - Microsoft Word/Excel - Adobe Products - Microsoft Project - SAP (ERP System)

<p>Debra McVay-Manzo, Service Coordinator Debra has 4 years experience maintaining customer contracts and providing support to the management and field execution team. She is well versed in many software applications and systems including, but not limited to, Microsoft Excel, Word, Outlook, Live Meeting, SAP ERP systems, Mcompanion, and SharePoint. Debra is responsible for day to day coordination, dispatching, Customer billing, and supports Shenoa and the field technicians with all other topics.</p>	
<p>Experience:</p> <ul style="list-style-type: none"> - Service Coordinator, Siemens Industry, Inc. - 2014 to Present - Administrative Support, Siemens Industry, Inc. - 2012 to 2014 	<p>Other Certifications:</p> <ul style="list-style-type: none"> - SAP (ERP System)

	<p>Henry Graves, Maintenance Field Supervisor Henry has 30 years experience maintaining and repairing traffic signal and streetlight systems. He is extremely knowledgeable with all field elements including, but not limited to, traffic signal rewiring, underground conduit installation, traffic signal modifications, pole foundation removal and installation, complete traffic signal installation, and routine/emergency maintenance response. Henry will be responsible for monitoring maintenance field activities, site inspections, and scheduling maintenance technicians.</p>
<p>Experience:</p> <ul style="list-style-type: none"> - Field Supervisor, Siemens Industry, Inc. - 2010 to Present - Maint. Superintendent, Republic ITS - 2004 to 2010 <i>(acquired by Siemens Industry in 2010)</i> - Utility Supervisor, Signal Maintenance, Inc. - 2000 to 2004 <i>(acquired by Republic in 2004)</i> - Utility Lead, Signal Maintenance, Inc. - 1995 to 2000 - Utility Worker, Superior Signal Services - 1986 to 1995 	 <p>IMSA Your Partner in PUBLIC SAFETY</p> <ul style="list-style-type: none"> - IMSA Work Zone Safety

Additional Resources, available to the City of San Fernando



Steven M. Teal, Director of Service (U.S.)

Steven has had a long, productive, and successful career in the traffic signal maintenance and repair industry. Currently he assumes the accountability for overall profits and losses for the complete Customer Service (CS) business nationwide with responsibility for 60 office employees, management of 250 field employees and over 250 municipal traffic signal and street lighting maintenance contracts. Steven is involved in the local operations and will provide technical support to the local contract management team.

We feel it's important that Customers have the ability to voice opinions, concerns, and compliments to our senior managers, therefore Steven will be available to you as a top level escalation point.

Experience:

- Director of Service (U.S.), Siemens Industry, Inc. - October, 2015 to Present
- Southwest Operations Manager, Siemens Industry, Inc. - 2012 to 2015
- Regional Manager, Republic ITS - 2007 to 2012 *(acquired by Siemens in 2010)*
- Operations Manager, Republic ITS - 2006 to 2007
- Project Manager, Republic ITS - 2004 to 2006
- Maint. Manager, Signal Maintenance, Inc. - 2003 to 2004 *(acquired by Republic ITS in 2004)*
- Lead Traffic Signal Technician, Signal Maintenance, Inc. - 2001 to 2003
- Traffic Signal Technician, Signal Maintenance, Inc. - 1998 to 2001



- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Technician
- IMSA Associate Member

Other Industry Certifications:

- Microprocessors
- Iteris Video Detection



Michael Hutchens, Area Operations Manager

Mike has over 22 years of extensive experience in both the technical and construction related aspects of the traffic signal and streetlight maintenance industry. He has served in many different capacities with increasing responsibility as he has shown himself to be thorough, professional and competent through the years from field laborer to project management, and most recently Operations management. Mike is responsible for overall profits and losses for the Southwest US territory with responsibility for 30 office employees, management of 70 field employees and 115 traffic signal and street lighting maintenance Customers. Mike is directly involved in the day to day operations. Mike will support the contract management team and also serve as the City's first point of escalation, if necessary.

Experience:

- Operations Manager, Siemens Industry, Inc. - November, 2015 to Present
- Senior Service Account Manager, Siemens Industry, Inc. - 2010 to 2015
- Sr. Project Manager, Republic ITS - 2006 to 2010 *(acquired by Siemens in 2010)*
- Maintenance Operations Manager, Team Econolite - 2003 to 2006
- Chief Estimator, US Traffic Corporation - 1998 to 2003
- Utility Technician, Signal Maintenance, Inc. - 1994 to 1998



- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Technician



Minh Tran, Engineering Technician/ Lab Manager

Minh has 27 years of experience in the traffic signal systems industry. Minh provides technical support assistance for our Traffic Signal Technicians and is responsible for our local test and repair laboratory. Minh also has extensive knowledge in the installation, diagnosis, and repair of CMS and CCTV systems, and is proficient with fiber optics terminating, splicing and testing. Minh also received an Associate's Degree in Electrical Engineering from Cal State Fullerton.

Experience:

- Engineering Technician, Siemens Industry, Inc. - 2010 to Present
- Engineering Technician, Republic ITS - 2006 to 2010 *(acquired by Siemens Industry in 2010)*
- Foreman/Senior Traffic Signal Technician, Republic ITS - 2001 to 2006
- Traffic Signal Maintenance Supervisor, Computer Service Company - 1987 to 2001



- IMSA Work Zone Safety
- IMSA Level I, II, III Certified Traffic Signal Technician
- IMSA Level III Certified Bench Traffic Signal Bench Technician
- IMSA Traffic Signal Inspector

Other Industry Certifications:

- NEC Certified
 - Cert. No. E-118510-G
 - Expires 11/29/2018
- Econolite ASC3 Controller Certified
- Econolite Autoscope Certified

In addition to the technicians assigned to the Los Angeles County area, Siemens has an additional 18 traffic signal technicians (mostly IMSA III certified) located in the Riverside, San Bernardino, and Orange County areas. Siemens also employs a wealth of key construction personnel for major repairs, certified crane operators, dedicated utility locators for underground service alert (USA) Dig Alert service and Corning certified fiber optic technicians. Resumes for all additional employees are available upon request.

References

Siemens has been extremely successful in retaining traffic signal, streetlight, and engineering customers due to our desire to offer the best possible customer service. Siemens has an exemplary customer service track-record highlighted by our well-qualified field personnel, knowledgeable customer service representatives, and proprietary detailed monthly reports. We understand what is required to maintain a community's electrical infrastructure and exceed our customer's expectations.

Client/Agency	Customer Address	Type of Work	Agency Contact Person	Telephone Number	Customer Since	Contract Status
Alhambra, City of	68 South First Street Alhambra, CA 91801	On-Call Traffic Signal Maintenance	Stan Hertel	(626) 570-5074	Jun-07	Ongoing
Anaheim, City of	200 South Anaheim Blvd Anaheim, CA 92805	On-Call Traffic Signal Maintenance	Christopher Dahl	(714) 765-6908	Oct-04	Ongoing
Apple Valley, Town of	14955 Dale Evans Pkwy. Apple Valley, CA 92307	Traffic Signal Maintenance	Mike Cadey	(760) 240-7000 ext.7544	Oct-04	Ongoing
Arcadia, City of	11800 Goldring Road Arcadia, CA 91066	On-Call Traffic Signal Maintenance	David McVey	(626) 256-6676	Oct-04	Ongoing
Artesia, City of	18747 Clarkdale Ave. Artesia, CA 90701	Traffic Signal Maintenance	C Hui Lai	(714) 974-7863	Dec-97	Ongoing
Azusa, City of	213 E. Foothills Blvd. Azusa, CA 91702	Traffic Signal Maintenance	Carl Hassel	(626) 812-5064	Sep-88	Ongoing
Banning, City of	99 Ramsey Street Banning, CA 92220	Traffic Signal Maintenance	Kahono Oei	(951) 922-3130	Feb-96	Ongoing
Barstow, City of	220 East Mountain View St, Suite A Barstow, CA 92311	Traffic Signal Maintenance	Domingo D. Gonzales	(760) 255-5121	May-11	Ongoing
Cal Poly Pomona	3801 West Temple Avenue Pomona, Ca. 91768	Traffic Signal Maintenance	Earl Roberts	(909) 869-7659	Jul-10	Ongoing
Calimesa, City of	908 Park Avenue Calimesa, CA 92320	Traffic Signal Maintenance	Bob French	(909) 795-9801 ext.235	Oct-04	Ongoing
Carlsbad, City of	1635 Faraday Ave. Carlsbad, CA 92008	Traffic Signal & Streetlight Maintenance	Heidi Heisterman	(760) 434-2937	Oct-09	Ongoing
Chino, City of	13220 Central Ave Chino, CA 91710	Traffic Signal Maintenance	Mario Flores	(909) 591-9828	Jul-12	Ongoing
Colton, City of	650 No La Cadena Drive Colton, CA 92324	Traffic Signal Maintenance	Victor Ortiz	(909) 370-5065	Jul-08	Ongoing
Commerce, City of	2535 Commerce Way Commerce, CA 90040	Traffic Signal Maintenance	Victor San Lucas	(323) 722-4805 Ext. 2206	Oct-04	Ongoing
Corona, City of	400 South Vicentia Ave. Corona, CA 92882	On-Call Traffic Signal Maintenance	Gabriel Hernandez	(951) 903-9286	Apr-04	Ongoing
Costa Mesa, City of	77 Fair Drive Costa Mesa, CA 92628	Traffic Signal Maintenance	David Cho	(714) 754-5017	Mar-11	Ongoing
Cudahy, City of	5220 Santa Anna Street Cudahy, CA 90201	Traffic Signal Maintenance	Carlos Alvarado	(323) 773-5143	Jun-85	Ongoing
Dana Point, City of	33282 Golden Lantern Dana Point, CA 92628	Traffic Signal Maintenance	Matt Sinacori	(949) 248-3574	Jul-02	Ongoing
Desert Hot Springs, City of	65950 Pierson Blvd Desert Hot Springs, CA 92240	Traffic Signal Maintenance	Scott Wittig	(760) 329-6411	Mar-11	Ongoing
Diamond Bar, City of	21825 E. Copley Drive Diamond Bar, CA 91765	Traffic Signal Maintenance	David Liu	(909) 839-7041	Sep-00	Ongoing
Duarte, City of	1600 Huntington Drive Duarte, CA 91010	Traffic Signal Maintenance	Troy Wittenbrock	(626) 357-7931	Mar-88	Ongoing
El Mirage, City of	12145 NW Grand Ave. El Mirage, AZ 85335	Traffic Signal Maintenance	Robert Senita	(623) 500-3000	May-13	Ongoing
El Monte, City of	11333 Valley Boulevard El Monte, CA. 91731-3293	On-Call Traffic Signal Maintenance	Ken Ballinger	(626) 945-7434	Sep-98	Ongoing

Client/Agency	Customer Address	Type of Work	Agency Contact Person	Telephone Number	Customer Since	Contract Status
Fountain Valley, City of	10200 Slater Ave. Fountain Valley, CA 92708	Traffic Signal Maintenance	Temo Galvez	(714) 593-4517	Oct-00	Ongoing
Garden Grove, City of	11222 Acacia Parkway Garden Grove CA 92840	On-Call Traffic Signal Maintenance	Rosemarie Jacot	(714) 741-5000	Feb-12	Ongoing
Gardena, City of	1700 West 162nd Street Gardena, CA 90247	On-Call Traffic Signal Maintenance	Jen Felix	(310) 217-9642	Sep-98	Ongoing
Glendale, City of	633 East Broadway, Room 300 Glendale, CA 91206	Traffic Signal Maintenance	Wayne C. Ko	(818) 548-3960 ext. 8365	Jul-08	Ongoing
Golden Rain Foundation	1901 Golden Rain Road Seal Beach, CA 90740	Traffic Signal Maintenance	Mark Weaver		Dec-91	Ongoing
Grand Terrace, City of	22795 Barton Road Grand Terrace, CA 92324	Traffic Signal Maintenance	Steve Barry	(909) 824-6621	Jul-90	Ongoing
Hermosa Beach, City of	1315 Valley Drive Hermosa Beach, CA 90254	On-Call Traffic Signal Maintenance	Frank Senteno	(310) 318-0259	Sep-98	Ongoing
Hesperia, City of	15776 Main Street Hesperia, CA 92345	On-Call Traffic Signal Maintenance	Scott Smith	(760) 947-1814	Jul-03	Ongoing
Highland, City of	27215 Base Line Highland, CA 92346	Traffic Signal Maintenance	Dennis Barton	(909) 864-6861 ext. 251	Jul-02	Ongoing
Indio, City of	93-101 Avenue 45 Indio, CA 92201	On-Call Traffic Signal Maintenance	Ben Salazar	(760) 347-1058	Jul-06	Ongoing
Irvine, City of	6427 Oak Canyon #3 Irvine, CA 92618	Traffic Signal Maintenance	Dave Flanagan	(949) 724-7684	Sep-98	Ongoing
La Habra, City of	201 West La Habra Blvd La Habra, Ca. 90633	Traffic Signal Maintenance	Nelson Wong	(562) 905-9622	Jul-10	Ongoing
La Puente, City of	15900 E. Main Street La Puente, CA 91744	Traffic Signal Maintenance	Ricardo Carrillo	(626) 855-1500	Jan-09	Ongoing
La Quinta, City of	78-495 Calle Tampico La Quinta, CA 92253	On-Call Traffic Signal Maintenance	Kris Gunterson	(760) 777-7051	Sep-08	Ongoing
Laguna Woods, City of	24264 El Toro Road Laguna Woods, CA 92637	Traffic Signal Maintenance	Douglas C. Reilly	(949) 452-0600	Oct-09	Ongoing
Lomita, City of	24300 Narbonne Lomita, CA 90717	Traffic & Streetlight Maintenance	Gregory McPherron	(310) 325-7110	Feb-03	Ongoing
Malibu, City of	23815 Stuart Ranch Road Malibu, CA 90265	Traffic Signal Maintenance	Richard Calvin	(310) 456-2489	May-98	Ongoing
Maywood, City of	4319 East Slauson Avenue Maywood, CA 90270	Traffic Signal Maintenance	Ed Ahrens	(323) 562-5024	Aug-79	Ongoing
Montebello, City of	1600 West Beverly Blvd. Montebello, CA 90640	Traffic Signal Maintenance	Sam Kouri	(323) 887-1462	Sep-99	Ongoing
Moorpark, City of	799 Moorpark Ave. Moorpark, CA 93021	Traffic Signal Maintenance	Michael Nazito	(805) 529-6864	Jul-87	Ongoing
Newport Beach, City of	3300 Newport Blvd. Newport Beach, CA 92663	Traffic Signal Maintenance	George Bernard	(949) 644-3348	Dec-62	Ongoing
Norco, City of	1281 Fifth Street Norco, CA 92860	Traffic Signal Maintenance	William Thompson	(951) 270-5601	Dec-06	Ongoing
Ontario, City of	303 E. B Street Ontario, CA 91764	Traffic Signal Maintenance	Bruce Smith	(909) 395-2151	Jul-06	Ongoing
Ontario, City of	303 E. B Street Ontario, CA 91764	Streetlight Maintenance	Patrick Malloy	(909) 395-2600	Oct-04	Ongoing
Orange County Transportation Authority	550 South Main Street Orange, CA. 92863	Call Box Maintenance	Patrick Sampson	(714) 560-5425	Jul-09	Ongoing
Palm Desert, City of	73510 Fred Waring Drive Palm Desert, CA 92260	Traffic Signal Maintenance	Robert Becerra	(760) 346-0611	Feb-06	Ongoing
Placentia, City of	401 E Chapman Ave. Placentia, CA 92870	Traffic Signal Maintenance	Mark Miller, P.E.	(714) 992-2990	Aug-12	Ongoing
Port Hueneme, City of	746 Industrial Ave. Port Hueneme, CA 93041	Traffic Signal Maintenance	Rita Turbyville	(805) 386-6507	Jul-96	Ongoing
Poway, City of	P.O. Box 789 Poway, CA 92074	Streetlight Maintenance	Diane Mann	(858) 668-4640	Jul-13	Ongoing
Rancho Cucamonga, City of	10500 Civic Center. Dr. Rancho Cucamonga, CA 91729	Traffic Signal Maintenance	Ernie Ruiz	(909) 477-2700	Oct-04	Ongoing
Rancho Cucamonga Municipal Utilities	10500 Civic Center Drive Rancho Cucamonga, CA 91730	Streetlight Maintenance	Fred Lynn	(909) 477-2700	Jul-11	Ongoing
Rancho Mirage, City of	69-825 Highway 111 Rancho Mirage, CA 92270	Traffic Signal Maintenance	Bill Harrison	(760) 770-3224	May-04	Ongoing
Rolling Hills Estates, City of	4045 Palos Verdes Drive N. Rolling Hills, CA 90274	Traffic Signal Maintenance	Greg Grammer	(310) 377-1577	Feb-99	Ongoing

Client/Agency	Customer Address	Type of Work	Agency Contact Person	Telephone Number	Customer Since	Contract Status
Rosemead, City of	8838 E. Valley Blvd. Rosemead, CA 91770	Traffic Signal Maintenance	William Ormales	(626) 288-6671	Feb-81	Ongoing
San Bernardino, County of	825 E. Third Street San Bernardino, CA 92514	Traffic Signal Maintenance	Ed Petrie	(909) 387-8186	Jan-02	Ongoing
San Bernardino Waste	222 West Hospitality San Bernardino, CA 92415	Traffic Signal Maintenance	Brooks Webb	(909) 386-8915	Nov-08	Ongoing
San Fernando, City of	117 Macneil Street San Fernando, Ca. 91340	On-Call Traffic Signal Maintenance	Michael Walker	(818) 898-1297	Oct-04	Ongoing
San Marino, City of	2200 Huntington Drive San Marino, CA 91108	Traffic Signal Maintenance	Dean Warner	(626) 960-1889	Jan-93	Ongoing
Santa Paula, City of	970 Ventura St. Santa Paula, CA 93060	Traffic Signal Maintenance	Clifford Finley	(805) 933-4298	Jun-06	Ongoing
Seal Beach, City of	211 Eighth Street Seal Beach, CA 90740	Traffic Signal Maintenance	Bill Moran	(562) 493-8660	Oct-04	Ongoing
Shafter, City of	336 Pacific Avenue Shafter, Ca 93263	Traffic Signal Maintenance	Michael James	(661) 746-2065 Ext.118	Mar-92	Ongoing
Simi Valley, City of	2929 Tapo Canyon Road Simi Valley, CA 93063	Traffic Signal Maintenance	Dave Medina	(805) 583-6700	Aug-03	Ongoing
Solana Beach, City of	635 South Highway 101 Solana Beach, CA 92075	Traffic Signal & Streetlight Maintenance	Steve Kerr	(858) 720-2400	Jul-11	Ongoing
South El Monte, City of	1415 Santa Anita Ave South El Monte, CA 91733	Traffic Signal Maintenance	Patrick Lang	(626) 579-6540	Aug-95	Ongoing
South Pasadena, City of	825 Mission Street South Pasadena, CA 91030	Traffic Signal Maintenance	Gabriel Nevarez	(626) 403-7379	Mar-87	Ongoing
Southern California Edison	P.O. Box 128, Mail Stop W47 San Clemente, CA 92672	Traffic Signal Maintenance	Tony Jaime		Jan-03	Ongoing
Stanton, City of	7800 Katella Avenue Stanton CA 90680	Traffic Signal Maintenance	Quang Le	(714) 379-9222 Ext.205	Sep-11	Ongoing
Temecula, City of	43200 Business Park Drive Temecula, CA 92590	On-Call Traffic Signal Maintenance	Richard Uribe	(951) 308-6382	Jul-12	Ongoing
Twentynine Palms, City of	P.O. Box 995 Twentynine Palms, CA 92277	Traffic Signal Maintenance	Jose Nieves	(760) 367-7623	Jul-88	Ongoing
University of California, Los Angeles (UCLA)	555 Westwood Plaza, Suite 185 Los Angeles, Ca 90095	Traffic Signal & Count Station Maintenance	Piyali Chaudhuri		May-12	Ongoing
Universal City, City of	100 Universal City Plaza Universal City, CA 91608	Traffic Signal Maintenance	Jose M. Alfaro		Jul-02	Ongoing
University of California, Irvine (UCI)	200 Public Services Building Irvine, Ca. 92697	Traffic Signal Maintenance	Kevin Tobin	949-824-0967	Oct-04	Ongoing
Villa Park, City of	1785 Santiago Blvd Villa Park, CA 92861	Traffic Signal Maintenance	Jarad L. Hildenbrand	(714) 998-1500	Jan-87	Ongoing
Vista, City of	1165 E. Taylor Street Vista, CA 92084	Traffic Signal & Streetlight Maintenance	Dennis Dudek	(760) 726-1340 Ext.1631	Jul-11	Ongoing
West Covina, City of	1444 West Garvey Ave West Covina, CA 91790	On-Call Traffic Signal Maintenance	Carlos Dominguez	(626) 939-8784	Sep-98	Ongoing
West Hollywood, City of	8300 Santa Monica Blvd West Hollywood, CA 90069	Rapid Flash Beacon Maintenance	Eric Millsap	(323) 848-6368	Jul-13	Ongoing
Wildomar, City of	23873 Clinton Keith Road, Suite 201 Wildomar, CA 92595	Traffic Signal Maintenance	Jon Crawford	(951) 990-3600	Jul-09	Ongoing
Yucca Valley, Town of	58928 Business Center Dr. Yucca Valley, CA 92284	Traffic Signal Maintenance	Barbara Noble	(760) 369-6579	Aug-13	Ongoing

Labor and equipment Fee Schedule

As specified in the City's RFP, Siemens' proposed labor and equipment rates are below. Siemens welcomes the opportunity to meet with the City and negotiate the final rates and to discuss potential additions to the scope of services. Additional bid items for specific repairs are available upon request.

Item Description	Unit	Regular Time	Overtime	Premium Time (Sunday/Holidays)
Maintenance Superintendent	Per Hour	\$115.00	\$115.00	\$115.00
Construction Foreman	Per Hour	\$115.00	\$145.00	\$175.00
Engineering Technician	Per Hour	\$115.00	\$145.00	\$175.00
Traffic Signal Technician	Per Hour	\$110.00	\$140.00	\$165.00
Streetlight Technician	Per Hour	\$85.00	\$120.00	\$150.00
Communications Technician	Per Hour	\$105.00	\$135.00	\$165.00
Groundsman	Per Hour	\$80.00	\$115.00	\$145.00

Item Description	Unit	Equip. Rate
Bucket Truck per Hour	Per Hour	\$30.00
Service Truck per Hour	Per Hour	\$25.00
Crane Truck	Per Hour	\$55.00

Material will be billed at invoice cost plus 15% Markup.

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Ismael Aguila, Director of Recreation and Community Services

Date: September 6, 2016

Subject: Consideration to Amend a Professional Services Agreement with Morrison Management Specialists for Meal Service for the Elderly Nutrition Program

RECOMMENDATION:

It is recommended that the City Council approve an amendment (Attachment "A" – Contract No. 1688 (d)) to the Professional Services Agreement with Morrison Management Specialists for Meal Service for the Elderly Nutrition Program.

BACKGROUND:

1. In November of 2011, the County of Los Angeles released a Request for Proposals (RFP) to solicit service providers for the Elderly Nutrition Program (ENP). Every four years the County of Los Angeles conducts an open competitive bid process for program services with renewal application documents to be submitted.
2. On March 29, 2012, the County of Los Angeles Community and Senior Services recommended a maximum annual allocation of \$84,877 for the ENP operated from Las Palmas Park, with the contract term to be from July 1, 2012 through June 30, 2016.
3. On May 22, 2012, the County of Los Angeles Board of Supervisors approved the execution of the contract for the provision of ENP services for a four-year term.
4. On September 5, 2012, staff issued a Request for Proposal (RFP) to provide catering and meal services for the ENP under the authority of the City of San Fernando.
5. On October 15, 2012, City Council of the City of San Fernando approved a contract award with Morrison Management Specialists (MMS) not to exceed \$84,877, to provide nutritious meals for the ENP operated from Las Palmas Park.

Consideration to Amend a Professional Services Agreement with Morrison Management Specialists for Meal Service for the Elderly Nutrition Program

Page 2 of 3

6. Since January of 2016, City staff has been in discussions with staff from the County of Los Angeles Community and Senior Services seek additional partners to assist the City with implementation of the ENP at Las Palmas Park.
7. On February 11, 2016, the City Manager submitted a letter of intent to the County of Los Angeles for a one-year agreement for ENP services at Las Palmas Park.
8. On June 30, 2016, the Sub-award Agreement for ENP services and Service Agreement for meal services expired.
9. On July 18, 2016, the City Council approved to execute a one-year Sub-award Agreement (Contract No. 1830) with the County of Los Angeles Community and Senior Services to grant access for the ENP services at Las Palmas Park.

ANALYSIS:

The ENP is administered under the guidelines of the Federal Older Americans Act (OAA) which funds two nutrition programs designed to provide meals for older persons; a congregate meal program and a home-delivered meal program. There is no income restriction for recipients, but service providers must target persons most in need. Funding limitations restrict the number of persons who can receive meals.

The recently approved one-year Sub-award Agreement with the County requires the City of San Fernando to continue to deliver same level of services provided during Fiscal Year 2015-2016. Below is the allocation amounts to provide approximately 42 congregate meals and 30 home-delivered meals.

Summary of Funding Allocation for ENP Meal Services (July 1, 2016 to June 30, 2017)

Program Delivered	Unit Rate	Funding Amounts
Title III C-1 Program Services (Congregate Meal Services)	\$4.75	\$51,944
Title III C-2 Program Services (Home-Delivered Meal Service)	\$4.75	\$37,874
TOTAL		\$89,818

Although the Sub-award Agreement defines that the level of service remains the same, there is one new green initiative requirement for the food service provider which prohibits the use of expanded polystyrene (styrofoam) food and beverage containers in the delivery of food service for both Congregate and Home-Delivered Meals. In order to comply with the green initiative, the unit rate for each meal has been increased by twenty-five cents (25¢).

Consideration to Amend a Professional Services Agreement with Morrison Management Specialists for Meal Service for the Elderly Nutrition ProgramPage 3 of 3

Since 2012, MMS has been providing meal services for the ENP. The current Agreement is scheduled to terminate on October 31, 2016. It is recommended that the new PSA with MMS be extended to June 30, 2017 in order to continue uninterrupted meal services for the ENP. The PSA shall not exceed \$89,818 or this amount plus City approved adjustments that are made in the event that the City receives supplemental funding from program meal donations and/or private donations in accordance with the United States Administration on Aging Nutrition Service Incentive Program. Due to the short turnaround time on the implementation of the ENP Program, it is in the best interest of the City to by-pass the RFP process in order to ensure there is no break in meal services. The proposed PSA shall not exceed eight months.

BUDGET IMPACT:

There will be no budget impact to the General Fund for Fiscal Year 2016-2017. All expenses for meal services have been budgeted in Funds 001-422-3750 and 001-422-3752.

CONCLUSION:

The City of San Fernando currently facilitates and assists in providing well-balanced meals to seniors in and around the City of San Fernando. This program has increased in attendance and use over the past few years and provides a stable foundation for nutrition and services to a population which is at high risk for health-related issues. In order to continue uninterrupted food services, it is recommended that the City Council amend a Professional Service Agreement with Morrison Management Specialists for Meal Service for the Elderly Nutrition Program.

ATTACHMENT:

A. Amendment

ATTACHMENT “A”

For Internal Reference Only:

CA Agreement: 1688.1D

Amended Term Expiration Date: October 31, 2017

2016**FOURTH AMENDMENT****TO PROFESSIONAL SERVICES AGREEMENT****(Engagement: Professional Catering Services for the Elderly Nutrition Program)****(Parties: Morrison Management Specialists – City of San Fernando)****(Amended Term Expiration Date: October 31, 2016)**

THIS 2016 FOURTH AMENDMENT TO THE FINAL YEAR OF THE PROFESSIONAL SERVICES AGREEMENT (the “Amendment”) to that certain document entitled “Professional Services Agreement” (the “Master Agreement”) executed as of November 1, 2012, by and between the City of San Fernando, a municipal corporation (hereinafter, “City”) and Morrison Management Services (hereinafter, “Consultant”) is made and entered into this 1st day of November 2016, notwithstanding the date of execution, below. For the purposes of this Agreement, City and Consultant may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to City or Consultant interchangeably.

RECITALS

This AMENDMENT is made and entered into with respect to the following facts:

WHEREAS, on or about November 1, 2012, the Parties executed and entered into the Master Agreement which is attached hereto as Exhibit “A”; and

WHEREAS, the City desires to continue the following contract services: professional catering services in connection with the Elderly Nutrition Program; and

WHEREAS, , in order to adhere to the requirements of the Uniform Guidance, all Federally funded Agreements must use the following new terminology: Contractor/Consultant (“Subrecipient”), Contract (“Subaward”), Subcontractor (“Lower Tier Subrecipient”) and Subcontract (“Lower Tier Subaward”); and

WHEREAS, Subrecipient has represented to City that it has the requisite skill and experience to safely and competently perform the desired professional services within the City; and

WHEREAS, Subrecipient the County of Los Angeles has issued a new requirement for FY 2016-2017 to maintain compliance with their new green initiative; and

WHEREAS, Subrecipient shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits; and

For Internal Reference Only:

CA Agreement: 1688.1D

Amended Term Expiration Date: October 31, 2017

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. The term of the Master Agreement as set forth under Section 6 is hereby extended to June 30, 2017 commencing from the start of the new contract date being August 8, 2016.

2. In order to adhere to the requirements of the Uniform Guidance, all Federally funded Agreements and this Amendment will use the following new terminology: Contractor/Consultant ("Subrecipient"), Contract ("Subaward"), Subcontractor ("Lower Tier Subrecipient") and Subcontract ("Lower Tier Subaward"); and

3. The Subrecipient shall be in compliance with the new County of Los Angeles green initiative requirement for FY 2016-2017 which prohibits the use of expanded polystyrene (styrofoam) food and beverage containers in the delivery of food service for both Congregate and Home-Delivered Meals. The Subrecipient shall purchase products that minimize environmental impacts, toxins, pollution and hazards to worker and community safety to the greatest extent practicable. In addition, the Subrecipient shall purchase, to the extent possible, reusable and durable goods, biodegradable single-use products, products that include recycled content, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.

4. The Subrecipient fee per meal will increased by Twenty Five Cents (25¢) for a total of Four Dollars and Seventy Five Cents (\$4.75) per meal to allow for additional cost to comply with the County of Los Angeles new green initiative.

5. Except as otherwise set forth in this Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. This Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

6. The provisions of this Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Master Agreement, the provisions of this Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

7. This Amendment shall be executed in three counterparts, with one such fully executed counterpart returned to Subrecipient upon execution.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to the Master Agreement to be executed on the day and year first appearing above.

For Internal Reference Only:
CA Agreement: 1688.1D
Amended Term Expiration Date: October 31, 2017

**CITY OF SAN FERNANDO,
a municipal corporation**

MORRISON CUSTOM MANAGEMENT

By: _____
Brian Saeki, City Manager

By: _____
Ed Clark, Regional Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Rick R. Olivarez, City Attorney

Date: _____

For Internal Reference Only:

CA Agreement: 1688.1D

Amended Term Expiration Date: October 31, 2017

EXHIBIT “A”

Master Agreement

(Please refer to Contract No. 1688)

CONTRACT NO. 1688**PROFESSIONAL SERVICES AGREEMENT**

This professional services agreement ("Agreement") is dated November 1, 2012, and is between the City of San Fernando, a municipal corporation ("CITY"), and Morrison Management Specialists, ("CONTRACTOR").

A. CITY has determined that it requires professional services from a catering service provider for the preparation of senior meals for the Senior Nutrition Program in the City of San Fernando in accordance with a Request for Proposals dated September 5, 2012.

B. CONTRACTOR represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. CONTRACTOR further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions of this Agreement.

The parties therefore agree as follows:

1. DEFINITIONS

"Scope of Services": Such professional services as are set forth in Exhibit A, attached hereto and incorporated herein by this reference.

"Approved Fee Schedule": Such compensation rates as are set forth in Exhibit C, attached hereto and incorporated herein by this reference.

"Commencement Date": November 1, 2012

"Expiration Date": October 31, 2013

2. CONTRACTOR'S SERVICES

Scope of Services. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall perform the services identified in the Scope of Services for the Senior Nutrition Program. CITY shall have the right to request, in writing, changes to the Scope of Services. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

Time for Performance. CONTRACTOR shall perform the services identified in the Scope of Services from the Commencement Date through the Expiration Date, and in accordance with the Project Schedule set forth in Exhibit B, attached hereto and incorporated herein by this reference.

Standard of Performance. CONTRACTOR shall perform all work to the highest professional standards and in a manner reasonably satisfactory to CITY. CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

Compliance with Laws. CONTRACTOR shall comply with all federal, state and local laws, ordinances, codes and regulations applicable to this Agreement, including, without limitation, all standard CDBG regulations.

3. REPRESENTATIVES

City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Recreation and Community Services Operations Manager (hereinafter the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions that must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.

Contractor Representative. For the purposes of this Agreement, Edward Clark, CONTRACTOR's Regional Vice President, Western Region, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). The Responsible Principal may not be changed by CONTRACTOR without the prior written approval of CITY, such approval not to be unreasonably withheld or delayed; however, CITY's approval shall not be required if the change is due to the Responsible Principal no longer being employed by CONTRACTOR.

4. CONSULTANT'S PERSONNEL

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services required under this Agreement. All such services will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by CITY.

In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

CONTRACTOR shall be responsible for payment of all employees' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City of San Fernando business license.

5. FACILITIES AND EQUIPMENT

Except as otherwise authorized by CITY in writing, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

6. TERM OF AGREEMENT

This Agreement is effective as of the Commencement Date and shall terminate on the Expiration Date, unless sooner terminated as provided in Section 21 herein. The City Administrator may extend the term of this Agreement for a term not exceeding 4 years. Such extension must be in writing and signed by both parties.

7. COMPENSATION

A. CITY agrees to compensate CONTRACTOR for the services provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not-to-exceed Eighty-Four Thousand, Eight Hundred and Seventy Seven dollars (\$84,877), or this amount plus City approved adjustments that are made in the event that the City receives supplemental funding from program meal donations and/or private donations in accordance to the United States Administration on Aging Nutrition Service Incentive Program and with the Approved Fee Schedule and Section 8 of this Agreement.. The compensation payable hereunder includes all professional services. CITY shall not withhold applicable federal or state payroll or any other required taxes, or other authorized deductions from each payment made to CONTRACTOR. No claims for compensation in excess of the not-to-exceed amount will be allowed unless such additional compensation is authorized by CITY in writing. All requests for compensation in excess of the not-to-exceed amount must be submitted to the City Representative and approved by the City Council.

B. CONTRACTOR shall be entitled to reimbursement for travel expenses as provided in Section 10 of this Agreement.

C. Additional Services. CITY will not allow claims for additional services performed by CONTRACTOR beyond the services set forth in the Scope of Services unless CITY authorizes such additional services in writing prior to the performance of additional services. Additional services, if any are authorized, shall be compensated on a time and materials basis in accordance with the Approved Fee Schedule. CITY shall pay all undisputed portions of fees for additional services within thirty (30) calendar days of CITY's receipt of CONTRACTOR's invoice to CITY for additional services.

8. METHOD OF PAYMENT

CONTRACTOR shall submit to CITY an invoice, according to the Project Schedule in Exhibit B, for the services performed pursuant to this Agreement. Each invoice shall itemize the

services rendered during the billing period and the amount due. Such itemizations shall include the days services were provided, number of meals served, and authorized reimbursable expenses incurred with appropriate back-up documentation and receipts evidencing the authorized expenses, if any, for each day in the period and shall separately describe any additional services authorized by CITY. Any invoice claiming compensation for additional services shall include appropriate documentation of CITY's prior authorization. Within ten (10) business days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice up to the maximum amount set forth in Section 7. Payments shall be made to CONTRACTOR in accordance with the Approved Fee Schedule. CITY shall pay CONTRACTOR any disputed amounts that CITY owes within thirty calendar (30) days of resolution of the dispute, if the dispute is resolved in favor of CONTRACTOR.

9. OWNERSHIP OF WORK PRODUCT

All reports, documents or other written material ("written products") developed by CONTRACTOR in the performance of this Agreement, with the exception of recipes and procedures manuals, shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONTRACTOR may take and retain copies of the written products as desired. The written products shall not be the subject of a copyright application by CONTRACTOR.

10. TRAVEL REIMBURSEMENT

Travel required by CONTRACTOR or any subconsultant or subcontractor pursuant to this Agreement shall be a reimbursable expense and shall only be made where necessary to complete the services agreed to be performed under this Agreement. Travel expenses must be pre-authorized by CITY and shall be based upon the approved rates of the Los Angeles County Auditor-Controller. All requests for travel reimbursement shall be accompanied by appropriate documentation and receipts evidencing authorized expenses.

11. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times remain as to CITY a wholly independent contractor. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither CITY nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of CITY. CONTRACTOR shall not incur or have the power to incur any debt, obligation or liability whatever against CITY, or bind CITY in any manner. No employee benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, or fringe benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except for the fees paid to CONTRACTOR as provided in the Agreement, CITY shall not pay salaries, wages, or other compensation to CONTRACTOR for

performing services for CITY. CITY shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of CONTRACTOR's performance of services under this Agreement.

12. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement (collectively "data") are deemed confidential and shall not be disclosed by CONTRACTOR without CITY's prior written consent. CITY shall grant consent if disclosure is legally required or necessary to provide the services under this Agreement. CONTRACTOR shall return all data to CITY upon the termination of this Agreement, except for data contained in CONTRACTOR's business records. CONTRACTOR's obligation of confidentiality shall not apply to information which (i) is or becomes generally available to the public other than as a result of a disclosure by CONTRACTOR in violation of this provision, (ii) was in CONTRACTOR's possession or knowledge prior to its being furnished to CONTRACTOR in connection with this Agreement, provided that the source of such information was not known by CONTRACTOR to be bound by a confidentiality agreement with or similar obligation with respect to such information, (iii) becomes available to CONTRACTOR on a non-confidential basis from a source other than the CITY, provided that, to CONTRACTOR's knowledge, such source is not bound by a confidentiality agreement with or similar obligation to the CITY with respect to such information, or (iv) is independently developed by CONTRACTOR under circumstances not involving a breach of this section by CONTRACTOR. CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

13. CONFLICTS OF INTEREST

CONTRACTOR agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of this Agreement and CONTRACTOR shall comply with all applicable federal, state and county laws and regulations governing conflict of interest, in accordance with 24 CFR Part 84, Sec. 84.42. or 24 CFR Part 85.36(b)(3) (*for CBOs*) or 24 CFR Part 570.611 (*for Cities, County Departments, Divisions.*) CONTRACTOR hereby warrants for itself, its employees, agents, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

14. POLITICAL ACTIVITY/LOBBYING CERTIFICATION

CONTRACTOR shall not conduct any activity, including any payment to any person, officer, or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public office during time compensated for under representation that such activity is being performed as a part of the Agreement responsibility.

15. COUNTY LOBBY CERTIFICATION

CONTRACTOR shall comply with the requirements of the Los Angeles County Code Chapter 2.160 (Los Angeles County Ordinance 93-0031) and shall complete and execute the certification attached hereto as Exhibit D and incorporated herein by this reference. CITY may immediately terminate this Agreement if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of CONTRACTOR fails to comply with the provisions of the County Code.

16. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CONTRACTOR acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their personal and real property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program, found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

Failure of the Contractor to maintain compliance with the requirements set forth in the "COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the City under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the City may suspend or terminate this contract pursuant to the County's Defaulted Property Tax Reduction Program found at Los Angeles County Ordinance No. 2009-0026 and codified at Los Angeles County Code, Chapter 2.206.

17. INDEMNIFICATION

A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, and its elected officials, officers, employees, agents, servants, designated volunteers, successors, assigns, and those City agents serving as independent contractors in the role of CITY officials (collectively, "Indemnitees"), from and against any and all claims, losses, liabilities, damages, demands, cause of actions, costs and expenses, including attorney's fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence recklessness or willful misconduct of CONTRACTOR, its officers, agents, employees, subcontractors (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of design professional services under this Agreement, where design professional services are limited to

architectural services provided in accordance with Chapter 3 of Division 3 of the California Business and Professions Code, landscape architectural services provided in accordance with Chapter 3.5 of Division 3 of the California Business and Professions Code, professional engineering services provided in accordance with Chapter 7 of Division 3 of the California Business and Professions Code and professional land surveying services provided in accordance with Chapter 15 of Division 3 of the California Business and Professions Code.

B. Other than in the performance of design professional services, and to the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the Indemnitees from and against any and all Claims, whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the acts or omissions of CONTRACTOR, its officers, agents, employees, subcontractors (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of this Agreement, except for such Claims arising from the sole negligence or willful misconduct of the Indemnities, as determined by final arbitration or court decision or by the agreement of the parties. CONTRACTOR shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

C. It is expressly understood and agreed by the parties that the provisions of Paragraphs (A) and (B) of this Section are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive the termination of this Agreement.

D. The parties understand and agree that the duty of CONTRACTOR to indemnify and hold harmless pursuant to Paragraph (B) of this Section includes the duty to defend as set forth in Section 2778 of the California Civil Code.

E. CONTRACTOR's obligations under this or any other provision of this Agreement shall not be limited by the provisions of any workers compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to the Indemnitees.

F. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless or defend the Indemnitees pursuant to Paragraphs (A) and (B) of this Section.

G. CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. The provisions of this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Claims. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.

H. CONTRACTOR agrees to pay all required taxes on amounts paid to CONTRACTOR under this Agreement, and, at CONTRACTOR's sole expense and with City's choice of counsel, indemnify, defend and hold the Indemnified Parties harmless from any and all taxes, assessments, penalties, and interest asserted against CITY by reason of the independent contractor relationship created by this Agreement. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold the Indemnified Parties harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement, any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

18. INSURANCE

CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

Commercial General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage. In addition, VENDOR will add the City as an additional insured.

Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

Worker's Compensation insurance as required by the State of California.

Professional Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.

CONTRACTOR shall require each of its subconsultants or subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of A.M. Best's

Insurance Guide.

CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

Prior to commencement of work under this Agreement, and throughout the term of this Agreement, VENDOR shall file with the City's Risk Manager a properly executed certificate or certificates of insurance and endorsements evidencing compliance with the requirements of this Section. Such certificates shall disclose VENDOR self-insured retentions or deductibles, which

are subject to City approval, which shall not be unreasonably withheld. VENDOR agrees to provide certified copies of insurance policies if requested by City. All evidence of insurance and notices of cancellation shall be mailed to:

The City of San Fernando
Attn: Michael Okafor
117 Macneil Street
San Fernando, CA 91340

CONTRACTOR shall provide proof that policies of insurance expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by CONTRACTOR shall be primary to any other coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR duties to indemnify, hold harmless or defend under Section 16 of this Agreement.

19. MUTUAL COOPERATION

CITY shall provide CONTRACTOR with all pertinent data, documents and other requested information as is reasonably available for the proper performance of CONTRACTOR's services.

In the event any claim or action is brought against CITY relating to CONTRACTOR's performance in connection with this Agreement, CONTRACTOR shall render any reasonable assistance that CITY may require.

20. RECORDS AND INSPECTIONS

CONTRACTOR shall keep all records of funds received from CITY and make them accessible for audit or examination for a period of three years after final payments are issued and other pending matters are closed in accordance with 24 CFR Part 84, Sec. 84.53 (*for CBOs*) or 24 CFR Part 84, Sec 85.43 (*for Cities, County Departments, Divisions.*)

21. TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon five (5) calendar days' written notice to the other party. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice. All completed and uncompleted products up to the date of receipt of written notice of termination shall become the property of CITY, upon payment by the CITY for such products. In the event of termination or cancellation of this Agreement by CITY, CONTRACTOR shall be paid for services satisfactorily performed up to the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

22. FORCE MAJEURE

CONTRACTOR shall not be liable for any failure to perform if CONTRACTOR presents acceptable evidence, in CITY's sole judgment that such failure was due to causes beyond the control, and without the fault or negligence of CONTRACTOR.

23. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONSULTANT's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

Attn: Don Penman

Title: Interim City Administrator

City of San Fernando

Address:

117 Macneil Street

San Fernando, CA 91340

Telephone: (818) 898-1202

Facsimile: (818) 361-7631

If to CONTRACTOR:

Attn: Edward Clark

Title: Regional Vice President, Western Region

Morrison Management Specialist, Inc.

Address:

1727 Axenty Way

Redondo Beach, CA 91307

Telephone: (310) 798-4017

Facsimile: (310) 564-2063

With a courtesy copy to:

Rick Olivarez, Esq.
Olivarez Madruga, P.C.
1100 S. Flower St., Suite 2200
Los Angeles, CA 90015
Telephone: (213) 744-0099
Facsimile: (213) 744-0093

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Executive Order 11246 requires that during the performance of this Agreement. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation or other basis prohibited by law. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Such action shall include, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees, subcontractors and applicants for employment, notices to be provided by CONTRACTOR setting forth the provisions of this nondiscrimination clause.

25. HOUSING AND URBAN DEVELOPMENT ACT OF 1968 REQUIREMENTS

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 *et seq.*, CONTRACTOR shall, to the greatest extent feasible, provide opportunities for training and employment to lower-income residents of CITY and award contracts for work in connection with this Agreement to business concerns, which are located in, or owned in substantial part, by persons residing in CITY.

26. CIVIL RIGHTS ACT ON 1964

Pursuant to Title VI of the Civil Rights Act of 1964, CONTRACTOR shall not, on the ground of race, color, or national origin, exclude any person from participation in, deny the benefits of any person, or subject any person to discrimination in the performance the services under this Agreement.

27. HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

Pursuant to Section 109, Title I of the Housing and Community Development Act of 1974, CONTRACTOR shall not, on the ground race, color, national origin, or sex, exclude any person from participation in, deny the benefits of any person, or subject any person to discrimination in the performance the services under this Agreement.

28. PROHIBITION OF AGE DISCRIMINATION

Prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

29. PROHIBITION AGAINST ASSIGNMENT

CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

30. COSTS OF SUIT AND ATTORNEY'S FEES

In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

31. ENTIRE AGREEMENT AND AMENDMENTS

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the services provided under this Agreement. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement shall be effective only if it is in writing and executed by CITY and CONTRACTOR.

32. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Los Angeles County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.

33. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

34. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the

scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

35. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[Signatures to follow]

The parties are signing this Agreement on the date stated in the introductory clause.

CITY OF SAN FERNANDO

CONTRACTOR

Donal Penner
City Administrator

By: EQ Clark
Name: EQ Clark
Title: AUP

ATTEST:

Monica Chavez
City Clerk

By: _____
Name: _____
Title: _____

(Two signatures are required for a corporation pursuant to Civil Code Section 313.)

APPROVED AS TO FORM:

Rick A. Olney
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Provide Catering and Meal Services for the Elderly Nutrition Program coordinated at Las Palmas Park at 505 South Huntington Street, San Fernando. Such services shall include, but shall not be limited to, the following:

- Provision of 85 up to 100 nutritious senior meals, as needed for congregate and home delivered meals, Monday through Friday with menu to be approved by the Los Angeles County Area Agency on Aging Nutritionist.
- Provision of nutrition services (meals) that are intended to maintain or improve the physical and social well being of mobile older adults in a group setting Las Palmas Park 505 South Huntington in the City of San Fernando, to persons sixty (60) years of age or older and other individuals as determined to be eligible under the California Code of Regulations. These services include, but are not limited to: procurement, preparation, transportation, and the serving of meals. The average daily attendance at the congregate meal site is 60 people, Monday through Friday.
- Provision of nutritional services (meals) that are intended to maintain and/or improve the physical and social well-being of homebound older adults. The program ensures that nutritious meals are provided that will be delivered in home environments/settings to persons sixty (60) years of age or older who are homebound by reason of illness, disability or who are otherwise isolated. These services include, but are not limited to: procurement, preparation, service and delivery of meals. The average number of home-delivered meals is 35 per day, Monday through Friday.
- Adherence to all requirements in this Scope of Services (Exhibit A) and the Statement of Work (Appendix A).
- Compliance with AAA Standards for safe and sanitary meal delivery.
- Maintenance of daily records that show the delivery temperature of the food is kept at safe levels as required by AAA Standards.

At such times, and in such forms as the City may require, there shall be furnished to the City by the Contractor the statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All records are to be retained by the Contractor for a period of three (3) years after termination of this Agreement, and all other pending matters.

EXHIBIT B**PROJECT SCHEDULE**

CONTRACTOR shall complete and provide to the City all deliverables noted in EXHIBIT A by June 30, 2011 in accordance with the following timeline:

Meals for November 1-30, 2012	Invoice due by December 5, 2012
Meals for December 1-31, 2012	Invoice due by January 5, 2013
Meals for January 1-31, 2013	Invoice due by February 5, 2013
Meals for February 1-28, 2013	Invoice due by March 5, 2013
Meals for March 1-31, 2013	Invoice due by April 5, 2013
Meals for April 1-30, 2013	Invoice due by May 6, 2013
Meals for May 1-31, 2013	Invoice due by June 5, 2013
Meals for June 1-30, 2013	Invoice due by July 3, 2013

The Contractor is not required to provide services on City- recognized holidays

EXHIBIT C**APPROVED FEE SCHEDULE****Fee**

CITY shall compensate CONTRACTOR for the services provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not-to-exceed Eighty-Four Thousand, Eight Hundred and Seventy Seven dollars (\$84,877), or this amount plus City approved adjustments that are made in the event that the City receives supplemental funding from program meal donations and/or private donations in accordance to the United States Administration on Aging Nutrition Service Incentive Program and with the Approved Fee Schedule, payable in accordance with Section 8 of this Agreement.

Unit Rate

Additional services beyond those outlined in the Scope of Services, and if authorized in accordance with this Agreement, shall be compensated on a time and materials basis based on the unit rates identified in Table 1 below.

Table 1	
Unit Rate	
Congregate Meal	\$ <u>4.50</u>
Home Delivered Meal	\$ <u>4.50</u>

EXHIBIT D
COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031

CERTIFICATION

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Phone No: _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

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ORDINANCE NO. 1656**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING SECTION 106-822 OF DIVISION 3 (VEHICULAR PARKING) OF ARTICLE V (GENERAL DEVELOPMENT STANDARDS) OF CHAPTER 106 (ZONING) OF THE SAN FERNANDO CITY CODE AND AMENDING THE SAN FERNANDO CORRIDORS SPECIFIC PLAN, BOTH REGARDING PARKING RATIOS FOR DENTAL AND MEDICAL CLINICS**

WHEREAS, California Constitution Article XI, Section 7, enables the City of San Fernando (the “City”) to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and

WHEREAS, the City desires to ensure that commercial development occurs in an orderly manner, in accordance with the goals and objectives of the General Plan; and

WHEREAS, Section 106-821 of the San Fernando Zoning Ordinance (“Zoning Ordinance”) states: “Every use of property shall be required to provide the number of off-street parking spaces which satisfies the needs of the use”; and

WHEREAS, “Clinic, dental or medical” is defined in Zoning Ordinance Section 106-6as follows: “a health facility providing diagnosis, treatment or care to patients not confined to the facility as inpatients. Care may include but is not limited to the provision of medical, surgical, dental, mental health, rehabilitation, podiatric, optometric or chiropractic services”; and

WHEREAS, Section 106-822 of the Ordinance sets forth off-street parking requirements for listed categories of land use, but does not specifically identify medical or dental clinics; and

WHEREAS, in or around January 2005, in accordance with the State Planning and Zoning Law, the City adopted the San Fernando Corridors Specific Plan (“Specific Plan”), codified in Section 106-668(4) of the Zoning Ordinance; and

WHEREAS, Section 106-669 of the Zoning Ordinance provides for amendments to an adopted specific plan after planning commission review and recommendation and city council review and approval; and

WHEREAS, on October 19, 2015, the City Council adopted Urgency Ordinance No. U 1464, which instituted a 45-day moratorium on the establishment or expansion of dental or medical clinics. On November 16, 2015, the City Council adopted Ordinance No. U-1647 to extend the moratorium to allow Planning Staff to study parking regulations. The moratorium is

due to end on October 17, 2016 or such earlier time that the City Council adopts a new off-street parking ratio applicable to dental and medical clinics; and

WHEREAS, on August 2, 2016, the Planning and Preservation Commission held a properly noticed public hearing at which it received a report from city planning staff as well as oral and written testimony from the public, and deliberated on the item; and

WHEREAS, the City Council public hearing was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and made a part of this Ordinance.

SECTION 2. The City Council hereby finds as follows:

a) The proposed zone text amendment is consistent with the objectives, policies, general land uses and programs of the city's general plan.

In accordance with Section 106-19 of the Zoning Ordinance and California Government Code section 65454, the proposed amendment to San Fernando City Code Section 106-822(c), and amendments to the parking development standards in the San Fernando Corridors Specific Plan are consistent with the city's General Plan. The amendments would result in a single uniform parking regulation for dental and medical clinics citywide.

Requiring new medical and dental clinics to provide sufficient on-site/off-street parking supports and is consistent with the General Plan goals and objectives that seek to: preserve the small town character of the community; promote economic viability of commercial areas; maintain an identity that is distinct from surrounding communities; and, attracts new commercial activities, particularly in the downtown area (General Plan Land Use Element Goals I, II and III; General Plan Land Use Element Objective II). Thus, it is staff's assessment that this finding can be made in the affirmative.

Under the proposed zone text amendment, a parking ratio of one (1) parking spaces for every 150 square feet of gross floor area would apply to all new dental and medical clinics being proposed throughout the city. The proposed Zone Text Amendment 2016-001 would establish a uniform parking regulations for dental and medical clinics that ensures "every use of property shall be required to provide the number of off-street parking spaces which satisfies the needs of the use." (City Code Section 106-821: General Requirements.)

In addition, a uniform parking standard for dental and medical clinics ensures that sufficient on-site/off-street parking is available for each of the uses demand in a manner that creates new opportunities for retail and service commercial uses that "are compatible and harmonious" with other land uses in the commercial zone where they are being proposed while

also creating new opportunities for service commercial uses that expand the “range of goods and services including facilities for shopping, convenience goods and services, professional offices and recreation for the community” that “will encourage maximum efficiency of the commercial area with maximum protection for nearby property and property values by permitting only those uses which are necessary for the city and excluding those uses which are incompatible with this goal and which should be located elsewhere.” (City Code Section 106-486 (Purpose of C-1 (Limited Commercial) Zone) and Section 106-516 (Purpose of C-2 (Commercial) Zone.)

The proposed zone text amendment that would result in a parking ratio of one (1) parking spaces for every 150 square feet of gross floor area that would apply to all new dental and medical clinics would also be consistent with the purpose of the three zoning districts (Downtown, Maclay, and Truman/San Fernando) established under the San Fernando Corridors Specific Plan by ensuring sufficient parking is available on-site/off-street for new dental and medical clinics as well as other service commercial and retail uses envisioned under the specific plan for the city’s main commercial corridors. The proposed zone text amendment will facilitate greater community access to a wide ranges of commercial uses within said corridors in a manner that encourage residents to come together to shop and engage with the rest of their community while accommodating a balanced mix of retail, service commercial and office uses (including professional services, medical and dental facilities, etc.) that expand business services to both city residents and visitors.

b) The adoption of the proposed zone text amendment would not be detrimental to the public interest, health, safety, convenience or welfare.

The proposed Zone Text Amendment 2016-001 to the San Fernando City Code (i.e., Section 106-822(c) and the parking development standards in the San Fernando Corridors Specific Plan (SP-4)) would result in the establishment of one uniform parking regulation for dental and medical clinics citywide without making any change to where and in what zones these uses are allowed. The proposed zone text amendment would ensure that there is sufficient on-street/off-street parking for new dental and medical clinics while protecting limited available parking in neighboring commercial, residential, and industrial land uses. Therefore, the proposed zone text amendment would not be detrimental to the public interest, health, safety, convenience or welfare. Thus, it is staff’s assessment that this finding can be made.

SECTION 3. Division 3 (Vehicular Parking) of Article V (General Development Standards) of Chapter 106 (Zoning) of the San Fernando City Code is hereby amended to add the following enumerated use category 8 and corresponding parking requirement to the table under Subpart (c) of Section 106-822:

Sec. 106-822. – Parking spaces required.

(c) *Commercial.* The minimum number of off-street parking spaces required for each category of commercial use shall be as follows:

	Use	Off-Street Parking Required
(8)	Clinic, dental or medical	One space for each 150 square feet of gross floor area

SECTION 4. Paragraph B-5 of Section 8.1 (Vehicular Parking Requirements) of the Downtown District in Chapter Five (Land Use Policies for the Districts) of the San Fernando Corridors Specific Plan is hereby replaced in entirety with the following:

Medical and dental offices: One space for each 150 square feet of gross floor area.

SECTION 5. Paragraph E of Section 8.1 (Vehicular Parking Requirements) of the Maclay District in Chapter Five (Land Use Policies for the Districts) of the San Fernando Corridors Specific Plan is hereby replaced in entirety with the following:

Medical and dental offices: One space for each 150 square feet of gross floor area.

SECTION 6. Paragraph F of Section 8.1 (Vehicular Parking Requirements) of the Truman/San Fernando District in Chapter Five (Land Use Policies for the Districts) of the San Fernando Corridors Specific Plan is hereby replaced in entirety with the following:

Medical and dental offices: One space for each 150 square feet of gross floor area.

SECTION 7. Adoption and implementation of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines Section 15305 (minor alterations in land use limitations), and Section 15061(b)(3) (rule of no possible impact) because it strengthens parking requirements without making any change to where and in what zones the uses are allowed.

SECTION 8. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 9. Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force 30 days after passage and adoption.

SECTION 10. Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando a regular meeting held on the 6th day of September, 2016.

Mayor Robert C. Gonzales

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM

Rick R. Olivarez, City Attorney

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AGENDA REPORT

To: City Councilmembers

From: Mayor Robert C. Gonzales

Date: September 6, 2016

Subject: Presentation Regarding the Presence of the Invasive *Aedes Aegypti* (Yellow Fever Mosquito)

RECOMMENDATION:

I have placed this on the agenda to receive an update from the Greater Los Angeles County Vector Control District (GLACVCD) regarding the presence of yellow fever mosquitos in the City.

BACKGROUND:

The GLACVCD recently confirmed the presence of the invasive *Aedes aegypti* (yellow fever mosquito) in the City. This mosquito is capable of spreading Zika, yellow fever, dengue fever, and chikungunya. The GLACVCD reports that fortunately, they have **no** indication that these viruses are transmitting from mosquitoes to people at this time. They will continue to control the *Aedes* mosquitoes where they find them and traps will monitor the mosquito population for the presence of diseases.

The GLACVCD is asking the City to help with increasing awareness about this invasive *Aedes*. Residents need to act now to remove standing water and take steps to avoid mosquito bites. Their website has some resources that staff and residents can use (under the Invasive *Aedes* Awareness tab): <http://www.glacvcd.org/resources/for-cities-and-agencies-raising-awareness/>

BUDGET IMPACT:

None

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AGENDA REPORT

To: City Councilmembers

From: Mayor Robert C. Gonzales

Date: September 6, 2016

Subject: Presentation by Blue Green Alliance Regarding Gas Leak Sign On Letter to the Public Utility Commission

RECOMMENDATION:

I have placed this item on the agenda for City Council review and consideration.

ATTACHMENT:

A. Email from JHR Consulting Group

Elena Chavez

From: Jorge H Rodriguez <jhrconsultinggroup@gmail.com>
Sent: Monday, August 29, 2016 12:44 PM
To: Elena Chavez; Robert C. Gonzales
Subject: Request for Sign on Letter
Attachments: CA RECAP sign on letter draft ruling_20160331_v2.pdf

Elena thank you for speaking to me today. First let me tell you about the Blue Green Alliance it is a national organization made of 15 unions and 5 environmental groups. We do work around environment and climate change issues. We having been working in California for many years around environmental issues. In 2010 as the result of the San Bruno explosion which killed 8 people and caused over \$1.7 billion dollars in damage and has many pending law suits, we started to work on gas pipe leak legislation with the International Brotherhood of Electrical Workers, Utility Workers of America, who represent most of the workers in this industry. The creation of SB 1371, dealt directly with gas pipeline leaks, authored by Senator Leno and signed into law in 2014. Since then we have had another major methane gas leak in Alison Canyon which caused major damage to the environment, people, and effect on the health of residents of the City of San Fernando.

We are trying to get the Public Utility Commission to implement best practices on gas leaks, developed out of a two workshop this past February, which deal with methane gas leaks, better personnel training, community and employee safety.

Our request is to Mayor Gonzales and the City Council of San Fernando is to join our municipalities in signing on the letter directed at the Public Utility Commission to implement the staff recommendations which are outlined in the attached sign on letter in this email. The City of San Fernando can be one of many municipalities that can safeguard the safety of the community who entered these buildings, and the employees working in these buildings. I know your city does not have protocols to inspect the gas pipe on an annual basis. This letter to the Public Utility Commission and annual inspections of the gas lines are important to insure that another San Bruno does not happen again in the State of California. We urge you to consider signing on the letter. If you have any questions please feel free to call me at [REDACTED]. The Blue Green Alliance is looking forward to speaking at your next city council meeting on this matter. Thank you.

PAZ! Jorge



March 31, 2016

Michael Picker, President
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

Re: Staff Recommendations on Natural Gas Leakage Abatement following SB 1371 (Leno, 2014)

Dear President Picker:

On behalf of the above organizations, we write to thank you for your leadership on climate change and to express our support for the staff recommendations on the California Public Utilities Commission (CPUC) rulemaking (R. 15-01-008) on natural gas leakage abatement as discussed in SB 1371 (Leno, 2014).

The CPUC staff recommendations call for better training programs, more trained, experienced personnel in the field, better leak detection processes, and a defined timeline to fix known leaks. These recommendations, if adopted and implemented as proposed, will reduce the risk of damage to the environment and workplaces from explosions, air pollution and other climate change impacts while simultaneously employing California workers.

Natural gas is an integral part of California's energy portfolio and economy – over 12 million households in the state heat their homes, food and water with it – and it accounts for more than 40 percent of the state's electricity production. Statewide, utilities maintain more than 150,000 miles of natural gas distribution pipe serving homes, apartments and businesses.

Unfortunately, as Aliso Canyon demonstrated, it is more critical than ever that we take action to protect Californians from the dangers of natural gas pollution.

In 2014, the Governor signed the Gas Pipeline Leak Repair and Emissions Reduction Act (SB 1371) to require all public utilities and storage providers in California to use the most advanced technology to find leaks, and require them to repair the leaks they find. The CPUC was then tasked to determine and to implement best practices for leak identification, repair, and avoidance, as well as better accounting of the climate change impact of natural gas leaks in the distribution systems throughout our cities and communities.

On March 24, the CPUC issued staff recommendations on best practices for natural gas leak detection and repair. These recommendations represent a new way of doing things to include changes to policies and practices, better training programs, new job classifications and staffing levels, and better leak detection processes, and a defined timeline to fix known leaks.

These rules are sorely needed. For example, in 2014 the Southern California Gas Company reported a backlog in repairing of over 9,400 leaks, of which more than 1,000 may wait a year or longer to be fixed. Furthermore, more than 2.4 million (out of 5.9 million) natural gas services – which connect buildings to gas mains – have been identified as leak-prone.

While the majority of these leaks may not pose an immediate threat to life and property, significant climate change and air pollution impacts of methane leaks natural gas systems are increasingly coming into focus. Methane – the primary component of natural gas – is a significant contributor to climate change. The uncontrolled emissions from leaky pipes and components are estimated to be the equivalent of millions of cars on the road. Worse yet, many of these leaks are in proximity to homes, schools, hospitals, and other public facilities where they may develop into larger leaks that can pose more of an immediate hazard.

We applaud CPUC's draft recommendations to minimize methane emissions from the natural gas transmission and distribution system. These recommendations are a significant and necessary step to reducing, finding and fixing natural gas leaks.

Thank you again for your leadership on climate change. We welcome you in joining us to see that these recommendations are adopted by the CPUC and implemented by the utilities.

Sincerely,

California BlueGreen Alliance

C: Elizaveta Malashenko, Director of Safety and Enforcement, California Public Utilities Commission

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Ismael Aguila, Recreation and Community Services Director

Date: September 6, 2016

Subject: Consideration to Accept and Appropriate the California Arts Council Grant to Support the City's Mariachi Master Apprentice Program

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the California Arts Council Grant to support the City's Mariachi Master Apprentice Program (MMAP);
- b. Authorize the City Manager to execute the Grant Agreement (Attachment "A"- Contract No. 1836) in order to receive the funding in the amount of \$10,200 to support the City's MMAP through June 30, 2017; and
- c. Adopt Resolution No. 7760 (Attachment "B") to increase the revenue and expenditures of Fiscal Year (FY) 2016-2017 Fund 108 budget by \$10,200.

BACKGROUND:

1. In 2000, the Recreation and Community Services (RCS) Department staff conducted several meetings with the late Natividad "Nati" Cano, Director and Founder of Mariachi Los Camperos, to discuss the development of a quality youth apprenticeship program in the City of San Fernando to preserve mariachi music and traditions. The City began seeking grant funds to support the Mariachi Master Apprentice Program (MMAP).
2. In January of 2001, MMAP began with grant funds from the National Endowment for the Arts (NEA).
3. In 2001, the RCS Department received grant funds from the California Arts Council (CAC) grant to support the MMAP that was a dollar-to-dollar match for the NEA grant funds.

Consideration to Accept and Appropriate the California Arts Council Grant to Support City's Mariachi Master Apprentice ProgramPage 2 of 4

4. On March 10, 2016, RCS staff submitted the CAC grant application to support MMAP during Fiscal Year (FY) 2016-2017.
5. On June 16, 2016, the CAC met in Richmond and accepted the recommendation of the peer review panels and staff to award \$10, 200 to the San Fernando Mariachi Master Apprentice Program (MMAP). However, RCS staff did not budget monies in Fund 108 since an official award letter had not been received by the CAC grant.
6. On August 1, 2016 the City received notification from the CAC that the City was awarded \$10,200 in the Artist in Schools Program for FY 2016-2017 (Attachment "C").

ANALYSIS:Mariachi Master Apprentice Program

MMAP connects grammy award winning mariachi masters with mariachi students to preserve the mariachi music genre. Instruction is on traditional mariachi instruments: violins, guitars, guitarrones, vihuelas, trumpets, and folk harp. Repertoire covers the traditional and popular mariachi music forms: sones, rancheras, huapangos, boleros, and polkas. The students together with their instructors also experience exemplary art works at international mariachi conferences and workshops throughout California and the southwest. This experience allows students to observe, study, and perform with the most prestigious mariachi ensembles in the world that includes: Mariachi Vargas de Tecalitlán, Mariachi Los Camperos de Nati Cano, and Mariachi Sol de Mexico.

The curriculum ingrains an empowering sense of self-confidence, pride, and identity, while providing an outlet for cultural expression in celebration of Mexican heritage. MMAP specific arts/music education outcomes include: 1) development, reinforcement, and application of student instrumental technique; 2) development, strengthening, and application of student musicianship skills; 3) enhancement of student solo and chorus singing skills; 4) performance of traditional and popular mariachi music before the public and with other professional ensembles; and 5) development and fostering of student professionalism and performance etiquette. The preceeding is in accordance with the California Department of Education Music Standards.

Key Artist Instructors

The project distinguishes itself from other mariachi programs due to the involvement of Mariachi Los Camperos de Nati Cano. As Founder and Director of Mariachi Los Camperos and a recognized National Heritage Fellow, the late Mr. Cano, who passed away on October 3, 2014,

Consideration to Accept and Appropriate the California Arts Council Grant to Support City's Mariachi Master Apprentice ProgramPage 3 of 4

had a career of 50 plus years for which he received prestigious awards and recognitions including the coveted Silvestre Vargas Award from Mexico and a US Artist Fellowship for his notoriety as an American artist.

The committed artists serving as MMAP instructors have provided a level of quality instruction not available in the community and have also received recognition for professionalism and artistry. As Musical Director for Mariachi Los Camperos, Jesus Guzman is carrying on the legacy of the late Mr. Nati Cano. Jesus Guzman is also an instructor for Ethnomusicology 91K, Music of Mexico, at the University of California, Los Angeles (UCLA). Sergio Alonso, the ensemble's harpist, earned his Bachelor's degree in Ethnomusicology from UCLA's School of the Arts and Architecture as well as a Master's degree in Education. Jimmy Cuellar is an accomplished composer, arranger, and multi-instrumentalist performer. Juan Jimenez is considered one of today's finest guitarron players and is also a member of Mariachi Los Camperos.

California Arts Council Grant

California Arts Council Artists in Schools grant program supports the valuable link between community arts resources and professional teaching artists with municipalities working together with local schools by funding residency activities emphasizing long-term, in-depth arts education during after-school programs. Students are offered comprehensive, California standards-based arts education that underscores the critical role the arts play in the students' development of creativity, overall well-being and academic achievement.

Project Source of Funding

The yearly budget for MMAP is approximately \$125,600. The CAC grant provides funding to support 8% of all program costs (Attachment "D"). The \$10,200 CAC grant will be expensed during the grant period of September 15, 2016 through June 30, 2017 to support instructor salaries, project assistant, and supplies. The CAC requires a dollar-to-dollar match for grant awards which will be provided by the NEA grant awarded for FY 2016-2017.

BUDGET IMPACT:

There will be no impact to the Fiscal Year (FY) 2016-2017 General Fund. Adoption of the attached Resolution No. 7760 for the California Arts Council grant in Fund 108 (Grant Fund) will ensure a balance of the revenue and expenditures for the project.

Consideration to Accept and Appropriate the California Arts Council Grant to Support City's Mariachi Master Apprentice ProgramPage 4 of 4

CONCLUSION:

It is recommended that the City Council accept the California Arts Council Grant to support the MMAP, authorize the City Manager to execute the Standard Agreement in order to receive the \$10,200 award, and to adopt a Resolution to increase the revenue and expenditures of FY 2016-2017 Fund 108 budget by \$10,200. This funding will ensure that the MMAP continues to provide instruction from Grammy award winning mariachi master musicians to mariachi students in a program nationally recognized for excellence.

ATTACHMENTS:

- A. Contract No. 1836
- B. Resolution No. 7760
- C. National Endowment for the Arts Grant Award Letter
- D. Grant Summary Form

AGREEMENT NUMBER AIS-16-00134
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Arts Council

CONTRACTOR'S NAME

City of San Fernando

2. The term of this Agreement is: 9/15/2016 through 6/30/2017

3. The maximum amount of this Agreement is: \$ 10,200

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* – General Terms and Conditions	<u>GTC-610</u>

Exhibit D - Special Terms and Conditions with Appendix A: Program and Reporting Requirements located at <http://www.arts.ca.gov/programs/forms.php>

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of San Fernando

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

117 Macneil Street
San Fernando, California 91340

STATE OF CALIFORNIA

AGENCY NAME

California Arts Council

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Craig Watson, Director

ADDRESS

1300 I St., Ste. 930, Sacramento, CA 95814

**California Department of General
Services Use Only**

☐ Exempt per:

ATTACHMENT “B”**RESOLUTION NO. 7760****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2016-2017 ADOPTED ON JUNE 29, 2016**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2016-2017, commencing July 1, 2016, and ending June 30, 2017; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to accept \$10,200 in a grant fund award from the California Arts Council to support the City’s Mariachi Master Apprentice Program through June 30, 2017; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017, a copy of which is on file in the City Clerk’s Office, has been adopted on June 29, 2016.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The following adjustment is made to the City Budget:

Increase the revenue Fund 108 (Grant Fund) budget by \$10,200.

PASSED, APPROVED, AND ADOPTED this 6th day of September, 2016.

Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 6th day of September, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk



Edmund G. Brown Jr., Governor

Advancing California through the Arts and Creativity

Craig Watson, Director

- City of San Fernando
117 Macneil Street
San Fernando, California 91340

RE: Application #AIS-16-00134

Dear Virginia Diediker,

Congratulations! I am delighted to inform you that your application to the Artists in Schools program has been formally approved for funding. The California Arts Council met in Richmond on Thursday, June 16, and accepted the recommendations of the peer review panels and staff. The award amount is \$10,200. Your Peer Review Panel Rank is: 8. Effective dates of the grant will be September 15, 2016 to June 30, 2017.

Please refer to the enclosed Grant Agreement Instructions regarding our procedures and direct any questions you may have to the Arts Council staff contact listed there.

We are also including a copy of your organization's panel review notes. Our panelists evaluate each application thoroughly according to the published review criteria. We share these notes with you in hopes that the panel's feedback will assist you in continuing to craft competitive applications in the future.

Please accept our sincere congratulations and gratitude for the profoundly important work that you do for our youngest generation of Californians. Of course, do not hesitate to send us an e-mail with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Ayanna Kiburi".

Ayanna Kiburi
Deputy Director

Enc.: Grant Instructions
Grant Agreements (3)
Peer Review Panel Comments

GRANT SUMMARY FORM

This form does not have to be typed. Legible handwritten printing is preferred.

GENERAL INFORMATION

GRANT TITLE California Arts Council Artist in Schools	GRANT NO AS-16-00134
	CFDA NO.

GENERAL DESCRIPTION OF GRANT WORK SCOPE

To support the Mariachi Master Apprentice Program; a quality after school arts project that brings together music masters "Mariachi Los Camperos" with students in an instructional experience focusing on instrument, arrangement and performance skills.

GRANTING AGENCY CA Arts Council	AGENCY CONTACT Josy Miller	PHONE NO (916) 322-6385
RESPONSIBLE DEPARTMENT Rec. & Community Services	DEPARTMENT CONTACT Virginia Diediker	EXTENSION NO. 155
CITY COUNCIL APPROVAL DATE	APPLICATION DATE March 10, 2016	AWARD DATE September 15, 2016
		ESTIMATED COMPLETION DATE June 30, 2017

GRANT COST AND REVENUE SUMMARY

PROGRAM COST SUMMARY	TOTAL	GRANT PORTION
Staffing Contract Services, Supplies	\$	\$
and Other Operating Expenditures	\$	\$
Capital Outlay Indirect Costs @	\$	\$
_____ % of Direct Costs	\$	\$
	\$	\$
TOTAL GRANT COSTS AND REVENUES	\$ 0.00	\$ 0.00

HOW WAS GRANT PORTION DETERMINED?

The CAC is very specific regarding grant budget requests.

IS A BUDGET AMENDMENT REQUEST REQUIRED?

☐ No ☒ Yes *If yes, it should be attached*

OTHER COMMENTS *Note any significant or unusual compliance requirements. Use reverse if necessary to provide additional information.*

Budget Amendment for increase to Revenue and Expenditures in Fund 108.

Please see attachment for Grant Cost and Revenue Summary.

PREPARED BY	DATE

Source of Project Funding

The yearly budget for MMAP is approximately \$125,600. The CAC grant provides funding to support 9% of all program costs. The \$10,200 CAC grant will be expensed during the grant period of September 15, 2016 through June 30, 2017 to support instructor salaries, travel, and supplies. The CAC requires a dollar-to-dollar match for grant funds which will be provided by the NEA grant awarded for FY 2016-2017.

NEA Grant	\$55,000	44%
CAC Funding	\$10,200	8%
Other Funding	\$13,800	10%
City of San Fernando	\$12,000	10%
Partner In-Kind	\$34,600	28%
Total Project Budget	\$125,600	

California Arts Council *Artists in Schools* Proposed Budget FY 2016-2017

	CAC Request	Applicant Match (NEA, other)	Total CAC Budget
1. Artist Fees			
a. Residency Artists	\$8,000	\$8,000	\$16,000
2. Project Support Staff			
a. Project Assistant	\$2,000	\$2,000	\$4,000
3. Other Project Costs			
a. Travel (CAC allows travel in CA only)			
b. Supplies	\$200	\$200	\$400
TOTAL	\$10,200	\$10,200	\$20,400

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AGENDA REPORT

To: Mayor Robert C. Gonzales and Councilmembers

From: Brian Saeki, City Manager
By: Nick Kimball, Finance Director

Date: September 6, 2016

Subject: Presentation of Measure "A" Annual Report

RECOMMENDATION:

It is recommended that the City Council receive and file the 2016 Annual Report on the collection, management, and expenditure of Measure "A" as required by the City Code.

BACKGROUND:

1. On June 4, 2013, San Fernando voters approved a temporary ½ cent Transaction and Use Tax (Measure "A"), effective October 1, 2013 and terminating October 1, 2020.
2. Chapter 82, Article V, Section 82-132 of the City Code requires an Annual Report on the collection, management, and expenditure of the Measure A funds prior to October 1st each year.
3. The San Fernando City Code also requires an overview of the Annual Report be presented to City Council at an open and public meeting and that the Annual Report be a public document.

ANALYSIS:

The City received \$2,212,987 in Measure A funds in fiscal year 2015-2016, which is an increase of \$56,291 (3%) from fiscal year 2014-2015. A full analysis can be found in the *Annual Report – Measure A: ½ Cent Transaction and Use Tax*, which is included as Attachment "A" to this agenda item. The report will also be available on the City's website (www.sfcity.org) after September 7, 2016 under the Financial Documents section of the Finance Department page.

Presentation of Measure "A" Annual ReportPage 2 of 2

BUDGET IMPACT:

Measure A generated \$2,212,987 in FY 2015-2016 and provided the resources necessary to further the City's deficit elimination plan.

CONCLUSION:

Measure A has been critical to stabilizing the City's finances since its passage in 2013. Despite the progress that has been made in the past year, and the investments being funded in the upcoming fiscal year, the City is still facing a significant General Fund deficit and must continue to implement best financial management practices, protect revenues, and strategically appropriate funds based on sound cost-benefit analysis.

ATTACHMENTS:

- A. Annual Report – Measure A: San Fernando's ½ Cent Transaction and Use Tax
- B. PowerPoint Presentation



September 6, 2016

Annual Report – Measure A: ½ Cent Transaction & Use Tax

Chapter 82, Article V, Section 82-132 of the San Fernando City Code states:

On or before each anniversary of the operative date, the city shall complete a study and produce a report reviewing the collection, management and expenditure of revenue from the proposed tax and shall present a report explain[ing] and providing an overview of the same at an open and public meeting of the City Council. This report shall be a public document.

This report is being presented in accordance with the City Code.

Executive Summary:

The City received \$2,212,987 in Measure A funds in Fiscal Year 2015-2016, which is an increase of 3% (\$56,291) from Fiscal Year 2014-2015.

Revenues raised through the Transaction Tax are necessary to fund a number of critical one-time needs, including, but not limited to: 1) establishing General Fund, Self-Insurance, Equipment Replacement, and Facility Maintenance fund reserves, 2) paying off existing debt, 3) eliminating recurring deficit fund balances in Grant and other Special Revenue funds, 4) replacing and updating outdated computer hardware, software and telecommunications systems, 5) funding capital projects to reduce the City's deferred maintenance backlog, and 6) establishing a trust to pre-fund Other Post-Employment Benefits (OPEB).

A preliminary review of the City's finances for Fiscal Year 2015-2016 suggests that there will be a surplus in the General Fund¹. In accordance with the identified critical needs, the surplus will be used to reduce the General Fund deficit fund balance, which ended Fiscal Year 2014-2015 with a (\$4,114,045) deficit fund balance. Continued annual surpluses will be necessary to eliminate all deficit fund balances, build healthy fund reserves, and address the City's many critical one-time needs.

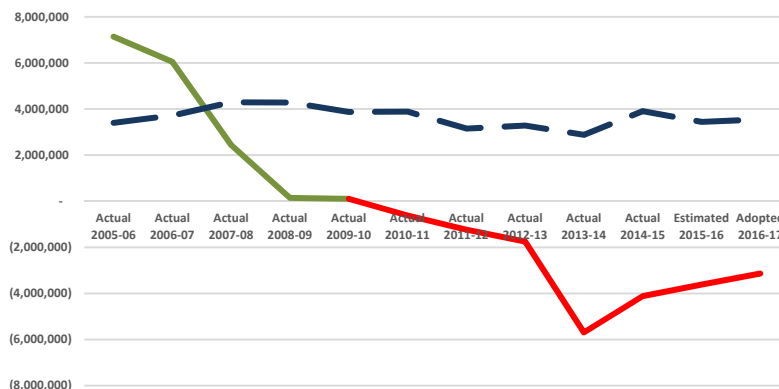
¹ The estimated General Fund surplus is a preliminary, pre-audit estimate and is subject to change during the annual independent audit.



Background:

Over the past ten years, the City's financial position has changed significantly. The General Fund, which is the City's primary operating fund, experienced a dramatic reduction in fund balance, from a positive \$7.1 million fund balance in FY 2005-06 to a negative (\$5.7 million) deficit fund balance at the end of FY 2013-14. The dramatic reduction was the result of the City over-extending expenditures at the same time as a prolonged reduction in revenues from the onset of the "Great Recession" and dissolution of redevelopment by the State of California².

General Fund Balance - 10-year History



In order to remain solvent, the City had to take a number of steps to reduce expenditures, including re-negotiating labor contracts, freezing vacant positions, and implementing employee layoffs and furloughs.

In FY 2012-2013, the City declared a fiscal emergency and held a special election on June 4, 2013 for the San Fernando electorate to vote on a temporary one-half (½) cent Transaction and Use Tax ("Tax"). The "City Services Emergency Protection Measure" (Measure A) was approved by sixty percent (60%) of voters. The increased Transaction Tax rate went into effect on October 1, 2013 and is set to expire on October 1, 2020.

Since the Transaction Tax is temporary, it is prudent to use funds raised through the Tax on non-recurring expenditures. Consequently, Transaction Tax revenue has been earmarked to address the following needs: 1) establish General Fund, Self-Insurance, Equipment Replacement, and Facility Maintenance fund reserves, 2) pay off existing debt, 3) eliminate recurring deficit fund balances in Grant and other Special Revenue funds, 4) replace and updating outdated computer hardware, software and telecommunications systems, 5) funding capital projects to reduce the City's deferred maintenance backlog, and 6) establishing a trust to pre-fund Other Post-Employment Benefits (OPEB).

² Assembly Bill 26X1, effective February 1, 2012, dissolved redevelopment agencies throughout California and set forth a process for winding down the existing debts of redevelopment agencies. The San Fernando Redevelopment Agency was receiving approximately \$6 million per year in additional property tax increment revenues to invest in the community. As a result of AB 26X1, those revenues have been diverted to other taxing entities and are no longer available to the City for community investment and redevelopment.

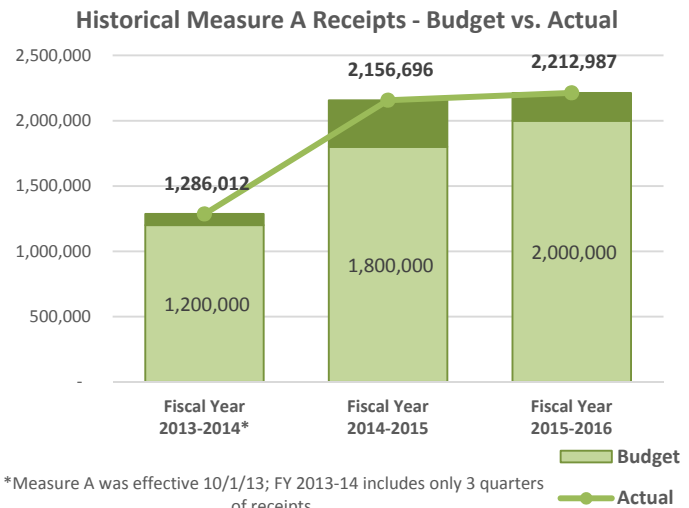


Collection:

The City began collecting a ½ cent Transaction Tax on applicable transactions in San Fernando on October 1, 2013.

Below are a few key statistics related to the collection of the Tax:

- FY 2015-16 estimated Tax receipts were \$2,000,000.
- FY 2015-16 actual Tax receipts were \$2,212,987.
- Since October 1, 2013, Measure A has generated \$5,655,695 in additional revenue.
- The Sales Tax to Transaction Tax ratio, a key metric for measuring local business compliance with the Tax, was 54% for Fiscal Year 2015-2016. Since the City Sales Tax is 1.0% and the Transaction tax is 0.5%, a Sales Tax to Transaction Tax ratio of 50% or greater indicates high compliance by local businesses with Measure A. Consequently, it appears that local businesses are complying with and collecting the Tax.



The Tax is collected and administered by the State Board of Equalization (BOE). The BOE then remits Measure A collections to the City Treasurer on a monthly basis. The BOE charges approximately \$27,000 per year for tax administration services.

The City contracts with Hinderliter, de Llamas & Associates (HdL) to monitor Tax receipts to identify, correct, and recover allocation errors and prepare the necessary case submittal documents with the BOE. This ensures that the City is maximizing collections and receipts are properly allocated to the City by the BOE. In Fiscal Year 2015-2016, HdL's audit recovery services recovered \$1,600 in misallocated funds (i.e. funds that BOE allocated to other City's that should have come to San Fernando).

Management:

In order to track Measure A revenue, the City Treasurer records receipts in a special account number on the City's General Ledger. This allows the City staff to easily discern year-to-date receipts, update projections, and make budget adjustments, if necessary.



Management (cont.):

City staff also conducts quarterly meetings with HdL to review Sales and Transaction Tax receipts in detail. This provides staff with valuable information on the health of the local economy, various business sectors, and individual companies by reviewing their quarterly sales tax reports. It also gives staff an opportunity to make HdL aware of new businesses opening in the City so staff can ensure compliance with Measure A. A quarterly newsletter providing Sales and Transaction Tax information pertinent to San Fernando is posted on the City's website (www.sfcity.org) under the Financial Documents section of the Finance Department page.

Expenditure:

Measure A was approved as a general tax, which means that it can be used for any general governmental purpose. However, since it is a temporary tax set to sunset in seven (7) years, the City will focus Measure A funds toward non-recurring expenditures.

Revenues raised through the transaction tax are necessary to fund a number of critical one-time needs, including, but not limited to: 1) establishing General Fund, Self-Insurance, Equipment Replacement, and Facility Maintenance fund reserves, 2) paying off existing debt, 3) eliminating recurring deficit fund balances in Grant and other Special Revenue funds, 4) replacing and updating outdated computer hardware, software and telecommunications systems, 5) funding capital projects to reduce the City's deferred maintenance backlog, and 6) establishing a trust to pre-fund Other Post-Employment Benefits (OPEB).

In FY 2015-2016, Measure A funds were used for the following:

<i>Repayment of Debt</i>		<i>One-time Projects (cont.)</i>	
Repay Retirement Fund	275,000	High Speed Rail Outreach	6,000
Repay Sewer Fund	50,000	Website redesign and Econ Dev	28,012
	325,000	Parks Master Plan	50,000
<i>Establish Reserves</i>		Brand Boulevard Project	100,000
Self-Insurance Fund	227,300	Stormwater Screen Installation	95,000
Equipment Replacement	125,000	Replace two Detective vehicles	70,000
	352,300		521,716
<i>One-time Projects</i>			
User fee, development impact fee & cost allocation plan studies	43,000	General Fund deficit reduction	355,921
Classification & Compensation study	56,700	Cover operational deficit	658,050
Network server Replacement	73,004		1,013,971
		Total Measure A Uses	2,212,987

**Deficit Elimination Plan:**

Revenues raised through Measure A are critical to achieving the City's five-year deficit elimination plan. As previously noted, the City's General Fund has been in a deficit fund balance position since Fiscal Year 2010-2011. To address the deficit, the City has taken a number of steps over the last three years to stabilize ongoing finances, including re-negotiating labor contracts, reducing programs and services, reducing professional development and membership opportunities for City staff, implementing layoffs and furloughs, and freezing vacant positions. Many of these were short-term fixes that were necessary to remain solvent; however, continuing these cuts is not sustainable in the long-term. Consequently, staff has worked with City Council to implement a multi-year plan to eliminate the General Fund deficit, which includes a balance of ongoing revenue enhancements and targeted expenditure reductions.

In addition to short-term actions identified above, the City has taken a number of longer-term actions in the last three (3) years to address the City's deficit and improve long-term financial stability, including:

- Renegotiated the Fire and Emergency Services contract with the Los Angeles Fire Department to reduce the City's ongoing annual cost without reducing service;
- Transferred operational and financial responsibility of the San Fernando Regional Pool to the County of Los Angeles through a lease of up to 55 years;
- Developed a five-year General Fund projection of revenues and expenditures;
- Adopted a Development Agreement Ordinance to provide additional tools to increase economic development efforts;
- Sold surplus land and used the land sale proceeds to reduce the General Fund deficit;
- Repaid and retired debt from the outstanding California Housing Financing Agency (CHFA) and Section 108 Loans;
- Restructured future retiree health benefits to decrease the City's retiree health (OPEB) liability;
- Updated user fees, development fees, cost allocation calculations to ensure an appropriate cost recovery for City services;
- Re-established reserves for the Self-Insurance and Equipment Replacement Funds; and
- Updated the City's long term financial planning policies, including budget, purchasing, debt management, grant management, investment, and reserve policies, with an emphasis on creating long term fiscal sustainability.



Deficit Elimination Plan (cont.):

To continue implementation of the deficit reduction plan in FY 2016-2017, the Adopted Budget includes the following:

- Funding to increase public safety by replacing the Mobile Data Terminals in all Police vehicles;
- Funding for additional economic development activity;
- Investment in staff training and education to maximize utilization of existing staff resources; and
- A General Fund budget surplus of \$378,000 to further reduce the deficit fund balance.

Despite the progress that has been made in the past year, and the investments being funded in the upcoming fiscal year, the City is still facing a significant General Fund deficit and must continue to implement best financial management practices, protect revenues, and strategically appropriate funds based on sound cost-benefit analysis.

Conclusion:

Revenue raised through Measure A have been critical to moving the City toward financial stability. Voters insisted there be accountability for the use of these revenues by including a requirement for an Annual Report to be presented at a public meeting.

As evidenced in this report, the City Council and City staff have worked diligently to ensure that Measure A revenues are being collected, managed, and expended responsibly and in a manner consistent with the communities' goals.

THE CITY OF SAN FERNANDO





THE CITY OF
SAN FERNANDO

MEASURE A: ANNUAL REPORT

SEPTEMBER 6, 2016

PRESENTED BY:

NICK KIMBALL

FINANCE DIRECTOR



LEGAL REQUIREMENT

Chapter 82, Article V, Section 82-132 of the San Fernando City Code states:

On or before each anniversary of the operative date, the city shall complete a study and produce a report reviewing the collection, management and expenditure of revenue from the proposed tax and shall present a report explain[ing] and providing an overview of the same at an open and public meeting of the City Council. This report shall be a public document.



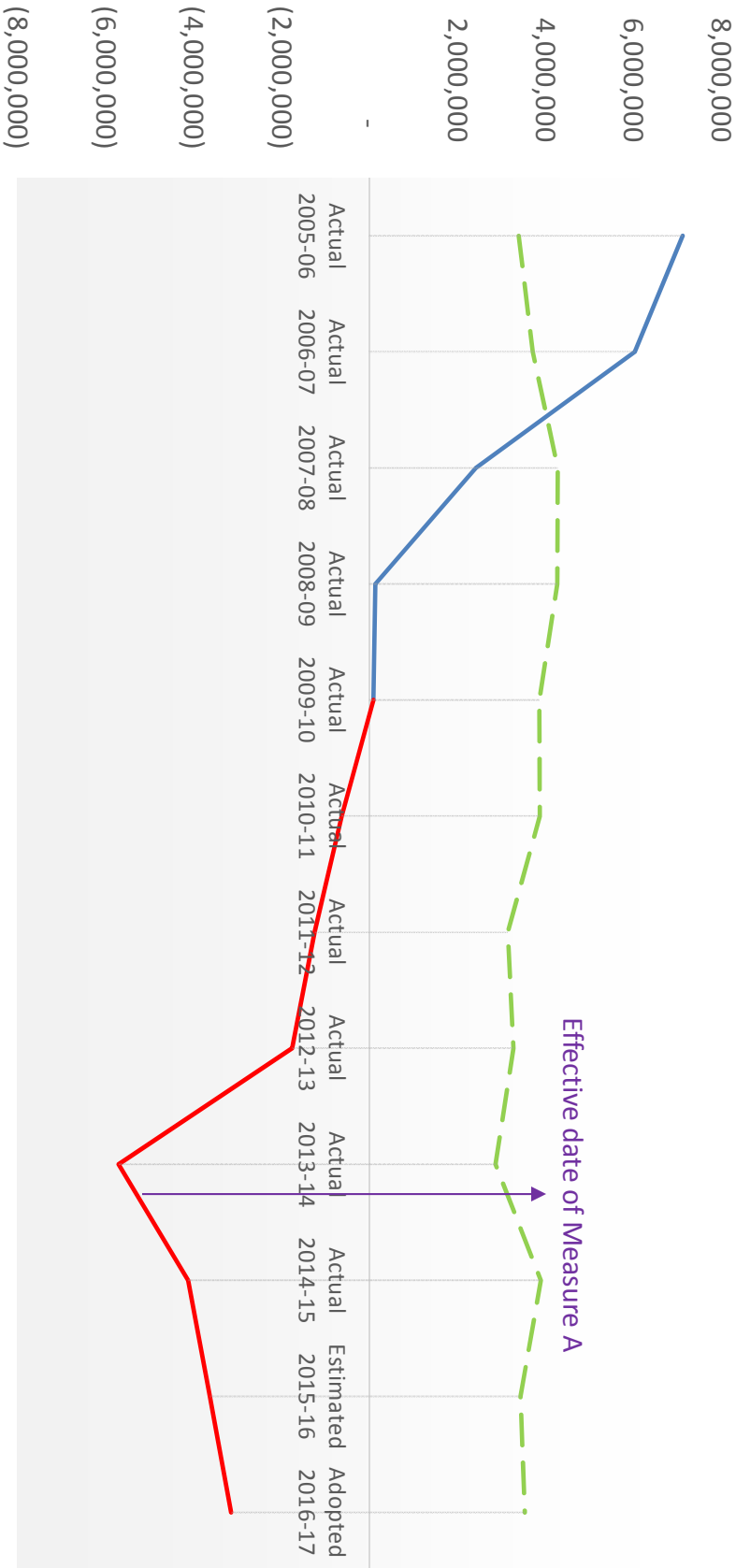
BACKGROUND

- **Dramatic reduction in Fund balance between FY 2005-06 and FY 2010-2011.**
 - City over-extended itself in expenditures.
 - Reduction in revenues due to “Great Recession.”
 - Further reduction in revenues due to elimination of RDA.
- **To reduce expenditures, City re-negotiated labor contracts, froze vacant positions, implemented layoffs and furloughs.**
- **Declared fiscal emergency in FY 2012-2013 and held a special election on June 4, 2013 to vote on ½ cent sales tax measure to raise revenue (approved by 60%).**
- **Tax is temporary and sunsets on October 1, 2020.**



BACKGROUND

General Fund Balance - 10-year History





COLLECTION

- City began collecting ½ cent Transaction Tax on applicable transactions on October 1, 2013.
- FY 2015-2016 actual revenue was \$2,212,987.
 - 3% increase from FY 2014-2015.
- Sales tax to Transaction tax ratio was 54%.
 - Key metric to measure compliance.
 - >50% indicates high compliance by local businesses.
- Since October 1, 2013, Measure A has generated \$5,655,695 in additional revenue.
- In FY 2015-2016, approx. \$1,600 was recovered through HdL's audit recovery services.



MANAGEMENT

- **Measure A revenues are tracked in a separate account on the General Ledger.**
- **Quarterly meetings with private firm (Hdl) that specializes in monitoring tax receipts.**
 - Assist in identifying, correcting, and recovering allocation errors and submit case documents with BOE.
- **Quarterly Sales Tax information available on City's website (www.sfcity.org).**
 - Under Financial Documents section on Finance Department Page.



EXPENDITURE

- **Measure A is a temporary tax that will sunset on October 1, 2020.**
- **Prudent to treat Measure A funds as one-time funds used for non-recurring expenditures, including:**
 1. Establish General Fund, Self-insurance, Equipment Replacement, and Facility Maintenance reserves
 2. Pay off existing debt
 3. Eliminate recurring Grant/Special Revenue fund balances
 4. Replace outdated technology/telecomm infrastructure
 5. Fund capital projects to address deferred maintenance
 6. Establish a Trust to pre-fund retiree health costs



EXPENDITURE

In FY 2015-2016, Measure A funds were used for:

<i>Repayment of Debt</i>		<i>One-time Projects (cont.)</i>	
Repay Retirement Fund	275,000	High Speed Rail Outreach	6,000
Repay Sewer Fund	50,000	Website redesign and Econ Dev	28,012
	325,000	Parks Master Plan	50,000
<i>Establish Reserves</i>		Brand Boulevard Project	100,000
Self Insurance Fund	227,300	Stormwater Screen Installation	95,000
Equipment Replacement	125,000	Replace two Detective vehicles	70,000
	352,300		521,716
<i>One-time Projects</i>			
User fee, development impact fee		Deficit reduction	355,921
& cost allocation plan studies	43,000	Amount to cover operational deficit	658,050
Classification & Compensation study	56,700		1,013,971
Network server Replacement	73,004	Total Measure A Uses	2,212,987



DEFICIT REDUCTION PLAN

Staff has worked with City Council to implement a multi-year plan to eliminate the General Fund deficit.

Over last 3 years, City has:

- Renegotiated the Fire Services contract with LAFD (saved more than \$500,000/year).
- Transferred pool operations to LA County (saved more than \$500,000/year)
- Retired CA Housing Financing Agency and Section 108 debt (saved \$125,000/year)
- Developed a five-year General Fund revenue/expenditure/fund balance projection to improve long term decision making
- Adopted a Development Agreement Ordinance to increase economic development tools
- Sold surplus land to reduce the City's deficit (\$1 million in proceeds)
- Restructured future retiree health benefits to decrease the City's liability (significant long-term savings)
- Updating user fees, development fees and cost allocation plan (more than \$500,000 per year in ongoing revenue projected)
- Re-established reserves for Self-insurance and Equipment replacement funds. Need to continue to accumulate reserves to meet reserve funding goal.



DEFICIT REDUCTION PLAN

FY 2016-2017 Budget includes funding for the following one-time deficit reduction items:

- **Continue to repay internal debt (\$300,000)**
- **Replace Mobile Data Terminals in police vehicles to continue to replace outdated technology infrastructure (\$120,000)**
- **Additional economic development activity (\$46,000)**
- **Continue to accumulate SIF and ERF reserves (\$450,000)**
- **Further reduce General Fund deficit (\$378,000)**

THE CITY OF SAN FERNANDO

